



# TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

**REVISED 09/19/2023**

**Tuesday, September 19, 2023 AT 1:30 PM**

**LIBRARY COMMUNITY ROOM, 3618 S. OCEAN BLVD.,  
HIGHLAND BEACH, FL**

## Town Commission

**Natasha Moore  
David Stern  
Evalyn David  
Donald Peters  
Judith M. Goldberg**

**Mayor  
Vice Mayor  
Commissioner  
Commissioner  
Commissioner**

**Marshall Labadie  
Lanelda Gaskins  
Glen J. Torcivia**

**Town Manager  
Town Clerk  
Town Attorney**

- 
1. **CALL TO ORDER**
  2. **ROLL CALL**
  3. **PLEDGE OF ALLEGIANCE**
  4. **APPROVAL OF THE AGENDA**
  5. **PRESENTATIONS / PROCLAMATIONS**

**A.** Resolution No. 2023-026

A Resolution of the Town Commission of the Town of Highland Beach, Florida, recognizing and commending Leland "Butch" Harpel for thirty years of service to the Town of Highland Beach.

**B.** Palm Beach County Coastal Management Presentation

6. **PUBLIC COMMENTS**

Public Comments will be limited to five (5) minutes per speaker.

**7. ANNOUNCEMENTS****Board Vacancies**

Board of Adjustment and Appeals

Two (2) vacancies, for a three-year term

One (1) vacancy for an unexpired term ending September 21, 2024

Planning Board

One (1) upcoming vacancy for an unexpired term ending September 2025

**Meetings and Events**

September 21, 2023 9:30 A.M.

Planning Board Regular Meeting

September 21, 2023 5:01 P.M.

Town Commission Special Second Public Hearing Budget Meeting

October 03, 2023 1:30 PM

Town Commission Meeting

**Board Action Report**

None.

**8. ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

A. None.

**9. CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.**A.** Approval of Meeting Minutes

August 15, 2023 Town Commission Meeting

September 05, 2023 Town Commission Meeting

September 05, 2023 Town Commission Special First Public Hearing Budget Meeting



**10. UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

- A. Fire Rescue Implementation Update
- B. Florida Department of Transportation (FDOT) RRR Project Update
- C. Building Department Recertification Program Update

**11. NEW BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

- A. Discussion on proposed referendum questions for the March 2024 election
- B. Milani Park Update
- C. Consideration of a request for a Town of Highland Beach Right-of-Way (ROW) permit for the property located at 3521 South Ocean Boulevard.
- D. Resolution No. 2023-016 / 3521 South Ocean Blvd.

A Resolution of the Town Commission of the Town of Highland Beach, Florida, authorizing the Mayor to execute amendment number seven (7) of the State of Florida Department of Transportation (FDOT) District Four (4) Landscape Inclusive Memorandum of Agreement on behalf of the Town of Highland Beach, Florida and providing for an effective date.

- E. Approve and authorize the Mayor to execute contract with U.S. Water Service Corporation in an amount of \$428,238.21 for Lift Station No. 3 Rehabilitation Project in accordance with Invitation to Bid (ITB) No. 23-005.
- F. Discussion of the Financial Advisory Board's recommendation of New Purchasing Policy and Proposed Ordinance.

**12. TOWN COMMISSION COMMENTS**

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Commissioner Evalyn David

Vice Mayor David Stern

Mayor Natasha Moore

**13. TOWN ATTORNEY'S REPORT**

**14. TOWN MANAGER'S REPORT**

**15. ADJOURNMENT**

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NOTE: Any person, firm or corporation decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record including testimony and evidence upon which the appeal is to be based. (State Law requires the above Notice. Any person desiring a verbatim transcript shall have the responsibility, at his/her own cost, to arrange for the transcript.) The Town neither provides nor prepares such record.

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall 561-278-4548 within a reasonable time prior to this meeting in order to request such assistance.

**File Attachments for Item:**

A. Resolution No. 2023-026

A Resolution of the Town Commission of the Town of Highland Beach, Florida, recognizing and commending Leland "Butch" Harpel for thirty years of service to the Town of Highland Beach.



## RESOLUTION NO. 2023-026

A RESOLUTION OF THE TOWN COMMISSION OF HIGHLAND BEACH, FLORIDA, RECOGNIZING AND COMMENDING **LELAND “BUTCH” HARPEL** FOR THIRTY YEARS OF SERVICE TO THE TOWN OF HIGHLAND BEACH.

**WHEREAS**, Leland Harpel embarked on his journey of dedicated service with the Town of Highland Beach on April 26, 1993, and has marked the significant milestone of thirty years of unwavering commitment to our community as of April 26, 2023; and

**WHEREAS**, Leland was initially employed as an Electrician Operator Trainee in 1993, subsequently reclassified as an Operator in 1995, and ultimately reclassified to the esteemed position of Water Treatment Plant Operator in 2000, where he has consistently served with honor and distinction; and

**WHEREAS**, Leland has a wide range of expertise within the realm of utilities encompassing of mechanical, electrical, and water treatment plant operations, thereby contributing immeasurably to the growth and success of our town; and

**WHEREAS**, Leland, a proud graduate of Coral Springs High School, has pursued continuous professional development by actively participating in numerous educational conferences and seminars including the Florida Rural Water Association Seminars, the Dillon Water Treatment Class, the Southeast Desalting Association Symposiums, the Florida Water Resources Conference, and the California State University, Sacramento, Water Treatment Plant Operation, Volume One Course. He has also achieved the Class C Drinking Water Treatment Plant Operator certificate and the Southeast Desalting Association’s Reverse Osmosis certification; and,

**WHEREAS**, Leland is respected for his ability to evaluate situations and make good decisions that are in compliance with the Town, County, State and Environmental Protection Agency standards. He has displayed outstanding teamwork and initiative in all aspects of his career and approach his work with a great attitude; and,

**WHEREAS**, Leland has been a crucial member of the Public Works Department, Water Treatment Plant Team and has made a significant impact to the Town of Highland Beach.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF HIGHLAND BEACH, FLORIDA,** that we wholeheartedly extend our profound gratitude and sincere appreciation to Leland Harpel for his exceptional thirty years of dedicated service to the Town of Highland Beach. We wish Leland good health and an abundantly joyful retirement.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
Natasha Moore, Mayor

**REVIEWED FOR LEGAL  
SUFFICIENCY**

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Glen Torcivia, Town Attorney  
Town of Highland Beach

**VOTES:**

**YES NO**

Mayor Natasha Moore  
Vice Mayor David Stern  
Commissioner Evalyn David  
Commissioner Donald Peters  
Commissioner Judith M. Goldberg

**File Attachments for Item:**

A. Approval of Meeting Minutes

August 15, 2023 Town Commission Meeting

September 05, 2023 Town Commission Meeting

September 05, 2023 Town Commission Special First Public Hearing Budget Meeting



## TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

LIBRARY COMMUNITY ROOM  
3618 S. OCEAN BLVD.  
HIGHLAND BEACH, FL

Date: August 15, 2023  
Time: 1:30 PM

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### **1. CALL TO ORDER**

Mayor Moore called the meeting to order at 1:30 P.M.

### **2. ROLL CALL**

Commissioner Judith Goldberg  
Commissioner Donald Peters  
Commissioner Evalyn David  
Vice Mayor David Stern  
Mayor Natasha Moore  
Town Manager Marshall Labadie  
Town Attorney Leonard Rubin  
Town Clerk Lanelda Gaskins

### **3. PLEDGE OF ALLEGIANCE**

The Town Commission led the Pledge of Allegiance to the United States of America.

### **4. APPROVAL OF THE AGENDA**

Commissioner David moved Item 9.B., from Consent Agenda to Item 11.C. under New Business.

Mayor Moore mentioned that Palm Beach County Supervisor of Elections, Wendy Sartory Link, will join the meeting by Zoom within 30 minutes.

**MOTION:** David/Goldberg - Moved to approve the agenda as amended, which passed unanimously 5 to 0.

**5. PRESENTATIONS / PROCLAMATIONS**

**A. Palm Beach County Supervisor of Elections Wendy Sartory Link Presentation**

Palm Beach County Supervisor of Elections, Wendy Sartory Link, joined at 2:00 P.M. and provided comments as it relates to the Canvassing Boards.

Town Manager Labadie asked Supervisor Link about the St. Lucy Catholic Church polling location. Ms. Links explained that her staff may use Spanish River Park as a polling location or a location close to Highland Beach. She mentioned there is a countywide concern with polling locations.

**B. Resolution No. 2023-018**

**A Resolution of the Town Commission of the Town of Highland Beach, Florida, recognizing the Late Honorable Mayor Bernard Featherman for having served with distinction as a Commissioner of the Town of Highland Beach from March 11, 2011 through March 23, 2017.**

Mayor Moore presented Resolution No. 2023-018 and extended condolences to the Featherman family. The entire Town Commission expressed condolences to the Featherman family.

**MOTION:** David/Goldberg - Moved to accept Resolution No. 2023-018 as presented, which passed unanimously 5 to 0.

**6. PUBLIC COMMENTS**

There were no public comments.

**7. ANNOUNCEMENTS**

Mayor Moore read the announcements as follows:

**Board Vacancies**

Board of Adjustment and Appeals                      Two (2) vacancies, all for three-year terms and

One (1) vacancy for an unexpired term ending September 21, 2024

**Meetings and Events**

August 15, 2023              1:30 PM                      Town Commission Meeting

August 24, 2023              1:30 P.M.                      Town Commission Special Meeting



August 30, 2023	11:00 A.M.	Natural Resources Preservation Advisory Board Regular Meeting
September 05, 2023	1:30 P.M.	Town Commission Meeting
September 05, 2023	5:01 P.M.	Town Commission First Public Hearing Budget Meeting

**Board Action Report**

None.

**8. ORDINANCES**

A. None.

**9. CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.)

**A. August 1, 2023 Town Commission Meeting Minutes**

**MOTION:** Stern/David - Moved to approve the Consent Agenda, which passed unanimously 5 to 0.

**10. UNFINISHED BUSINESS**

**A. Fire Rescue Implementation Update**

Mayor Moore read the title of Item 10.A.

Town Manager Labadie provided an update on Fire Rescue Implementation as follows:

Recruiting process: 11 candidates are interviewing for Captain this week, 38 applicants have applied for firefighter paramedic, and 11 have applied for firefighter drivers.

The Federal Department Identification Number (FDID) has been applied for which will allow for the seeking of grants for the Fire Department.

The draft Operation Emergency/Non-Emergency Response Management Plan is being worked on and will be presented to the Town Commission at a future meeting.

Phase two of the concrete pour has been completed and everything is running on schedule.

Town staff plans to schedule meetings with the Condominium Managers/Presidents regarding fire safety.

**B. Florida Department of Transportation (FDOT) RRR Project Update**

Mayor Moore read the title of Item 10.B.

Town Manager Labadie mentioned that the Town is in the process of disbursing a check to FDOT for the approved utility adjustments contract and that driveway replacements will be with in-kind materials.

**11. NEW BUSINESS**

**A. Approve and authorize the Town Manager to execute an Intergovernmental Agreement with the South Central Planning and Development Commission (SCPDC) for a government management software module collectively called MyGovernmentOnline (MGO) software.**

Mayor Moore read the title of Item 11. A.

Building Official Jeffrey Remas presented this item and spoke about the MyGovernmentOnline (MGO) software (a regional authority/government agency in Louisiana). This company offers an 800 number to customers when they encounter an issue and is user-friendly software. It will take six months to build the software.

Town Manager Labadie provided comments about the inspection software.

There were conversations about integration of the software and running both software parallel during the integration. MyGovernmentOnline Software has been in use for 17 years and many other municipalities in Florida use it.

**MOTION:** David/ Stern - Moved to approve and authorize the Town Manager to execute an Intergovernmental Agreement with SCPDC for a government management software module collectively called MyGovernmentOnline (MGO) software. The motion passed unanimously 5 to 0.

**B. Responsibilities and activities of the Canvassing Board**

Mayor Moore read the title of Item 11.B.

Town Clerk Lanelda Gaskins presented this item. She explained a few years ago the Town Commission decided to maintain its own Municipal Canvassing Board which consists of the Town Clerk, Palm Beach County Supervisor of Elections, or designee, and one Commissioner who is not running in an election. She gave an overview of the responsibilities of the Municipal Canvassing Board.

- C. Approve and authorize the Mayor to execute a Professional Services Agreement with GFA International, Inc. dba Universal Engineering Services for the building inspections, plan review, code enforcement inspections and building official services for the Building Department according to the City of Lake Worth Beach Request for Proposal (RFP) #22-204. (Formally Item 9.B.)

Mayor Moore read the title of Item 11.C

Building Official Remas presented this item and explained that this was to extend their capabilities and give the Building Department more resources for inspections. Currently they only have one company to do building inspections, and this will allow them to have more qualified inspectors available. He mentioned that most municipalities contract with more than one company for inspections.

There was discussion about how this would improve service turnaround time, qualifications of the company, and certifications of inspectors.

Town Manager Labadie mentioned that the Town has been trying to hire their own building inspector to have in-house but thus far have not found someone.

**Motion:** David/Stern – Moved to approve and authorize the Mayor to execute a Professional Services Agreement with GFA International, Inc. dba Universal Engineering Services for the building inspections, plan review, code enforcement inspections and building official services. The motion passed unanimously 5 to 0.

## **12. TOWN COMMISSION COMMENTS**

Commissioner Judith M. Goldberg attended the Florida League of Cities Annual conference last week along with entire Town Commission and it was a great conference.

Commissioner Donald Peters thanked Jeff Remus for his presentation.

Commissioner Evalyn David echoed Commissioners Goldberg and Peters. She mentioned that they were the only municipality that had every Commissioner in attendance at the convention.

Vice Mayor David Stern commented that it was a good conference.

Mayor Natasha Moore mentioned she received an email about a cellphone tower on top of the Monetary House condominium. Town Attorney Rubin explained that the Town does not have much ability to regulate cellphone towers.

There were conversations about 5G, instantaneous data and the effects on people.

The Town received a letter from Palm Beach County regarding Milani Park and their intent to move forward with a park.

Town Manager Labadie explained that Palm Beach County has decided to move forward with Milani Park. He will be reaching out to the County Commission. There still is a willingness to keep the park small.

**13. TOWN ATTORNEY'S REPORT**

**A. Senate Bill 774 (Form 6) New Financial Disclosure Requirements for Local Officials Presentation**

Town Attorney Rubin provided a PowerPoint Presentation highlighting Senate Bill 774 (Form 6) New Financial Disclosure Requirements for Local Officials.

**14. TOWN MANAGER'S REPORT**

Town Manager Labadie explained 18 months ago the Town commenced the building recertification process.

Building Official Jeffrey Remas gave an update on the building recertification program as follows:

Phase 1 reports are due by December 31, 2024.

The total number of buildings in the milestone inspection report is 53.

Dalton Place has completed the milestone inspection recertification.

Notifications were started in December of 2021.

Five (5) condominiums have submitted reports but are pending more information such as electrical or structural information.

Three (3) condominiums are in the review process and have submitted structural and electrical reports.

Nineteen (19) condominiums have not submitted reports within the due date.

Notifications (and reminders) have been sent via regular mail, certified mail, and dropped off in person. Despite that some have claimed that they did not receive the notices.

Vice Mayor Stern suggested that Building Official Remas make telephone calls to the condominiums.

Town Manager Labadie explained that the below items will be presented at the August 24, 2023 Town Commission Special Meeting:

Ratification of the Fraternal Order of Police (FOP) Union Agreement

Employee Health Care Plan

Adjustments to the Salary Tables

Second Reading of the Fire Code Ordinance

**15. ADJOURNMENT**

The meeting was adjourned at 3:18 P.M.

**APPROVED:** October 03, 2023, Town Commission Meeting.

ATTEST:

\_\_\_\_\_  
Natasha Moore, Mayor

Transcribed by  
Jaclyn DeHart and Lanelda Gaskins

10/03/2023

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the events of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: <https://highlandbeach-fl.municodemeetings.com/>.



## TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

**LIBRARY COMMUNITY ROOM  
3618 S. OCEAN BLVD.  
HIGHLAND BEACH, FL**

**Date: September 05, 2023  
Time: 1:30 PM**

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### **1. CALL TO ORDER**

Mayor Moore called the meeting to order at 1:30 P.M.

### **2. ROLL CALL**

Commissioner Judith Goldberg  
Commissioner Donald Peters  
Commissioner Evalyn David  
Vice Mayor David Stern  
Mayor Natasha Moore  
Town Manager Marshall Labadie  
Town Attorney Glen Torcivia  
Town Clerk Lanelda Gaskins

### **3. PLEDGE OF ALLEGIANCE**

The Town Commission lead the Pledge of Allegiance to the United States of America.

### **4. APPROVAL OF THE AGENDA**

**MOTION:** Stern/Goldberg - Moved to approve the agenda as presented, which passed unanimously 5 to 0.

### **5. PRESENTATIONS / PROCLAMATIONS**

#### **A. Resolution No. 2023-019**

**A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Board of Adjustments and Appeals; and providing for an effective date.**

Mayor Moore read the title of Item 5.A. She mentioned that Ms. Eve Rosen no longer wanted to be reappointed to this board.

Mr. Todd Weiss, the applicant, provided background information about himself and his interest in joining the Board.

The Town Commission interviewed Mr. Weiss, followed by a motion.

**MOTION:** David/Goldberg - Moved to approve Resolution No. 2023-019 as amended (appointing Mr. Todd Weiss) to the Board of Adjustment and Appeals Board. The motion passed unanimously 5 to 0.

**6. PUBLIC COMMENTS**

Mr. Jack Halpern read a letter he had written dated December 12, 2005, regarding the Milani Property and Cultural Resources Assessment.

**7. ANNOUNCEMENTS**

Mayor Moore read the announcements as follows:

**Board Vacancies**

Board of Adjustment and Appeals	Two (2) vacancies, all for three-year terms and  One (1) vacancy for an unexpired term ending September 21, 2024
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**Meetings and Events**

September 05, 2023 5:01 P.M.	Town Commission First Public Hearing Budget Meeting
September 19, 2023 1:30 P.M.	Town Commission Meeting
September 21, 2023 9:30 A.M.	Planning Board Regular Meeting
September 21, 2023 5:01 P.M.	Town Commission Special Second Public Hearing Budget Meeting

**Board Action Report**

None.

**8. ORDINANCES**

A. None.

**9. CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.)

**A. Approval of Meeting Minutes**

**August 24, 2023 Town Commission Special Meeting Minutes**

**MOTION:** David/Stern - Moved to approve the Consent Agenda as presented, which passed unanimously 5 to 0.

**10. UNFINISHED BUSINESS**

**A. Fire Rescue Implementation Update**

**1. Hurricane Preparation Manual Presentation**

Mayor Moore read the title of Item 10.A.

Town Manager Labadie mentioned that the project is on schedule and on budget.

Fire Chief Glenn Joseph provided an update on Fire Rescue Implementation as follows:

Recruiting process: They have interviewed 11 applicants for fire captain; they have narrowed it down to 3 applicants that are undergoing background checks. They have 49 applicants for firefighters and 42 applicants passed all the elements. Fifteen driver candidates passed the elements. They are starting to rank the candidates for firefighter drivers and firefighter-paramedics to hopefully schedule interviews starting at the end of September.

He attended the kickoff meeting today for the locution system.

Assistant Fire Chief Matthew Welhalf commented on the Town's new Hurricane Preparation Manual. He spoke about the process of getting the letter and Hurricane Preparation Manual to the community and is putting together a plan for ongoing resident communication.

Mayor Moore suggested printing out the manual. She also inquired about best practices for evacuation. Commissioner David talked about her best practices during hurricane season. There were conversations about meeting with condominium boards and managers. It was suggested that condo buildings should hand out the Hurricane Preparation Manual to their residents.

**B. Florida Department of Transportation (FDOT) RRR Project Update**

Mayor Moore read the title of Item 10.B. Town Manager Labadie mentioned that there were no new updates on this matter.



**C. Building Department Recertification Program Update**

Mayor Moore read the title of Item 10.C.

Building Official Jeffrey Remas provided an update on the Building Department Recertification Program.

**11. NEW BUSINESS**

**A. Development Application No. 23-0003 / Le Sanctuaire Condominium Association, Inc.**

**Consideration of an application for a major modification to an existing building, as provided in section 30-39 of the Town code of ordinances, including but not limited to changes to the exterior façade and balconies for the property located at 3425 South Ocean Boulevard by Mark Rothenberg of Ellemar Enterprises, LLC.**

Mayor Moore read the title of Item 11.A. She asked the Town Commission if they had any ex parte communications, and there were none.

Town Clerk, Lanelda Gaskins, swore in those giving testimony.

Town Planner Allen provided a PowerPoint Presentation of Development Application No. 23-0003.

Mayor Moore opened the public hearing.

Chris Viegas commented that she was trying to get some sea oats and asked Mark Rothenberg if he would be willing to speak with Town Planner Allen or others regarding this matter.

Mark Rothenberg mentioned that he was open to listening about sea oats.

Hearing no further comments from the public, Mayor Moore closed public comments.

**MOTION:** David/Peters - Moved to approve Development Application No. 23-0003 as presented. Upon roll call: Commissioner David (Yes); Commissioner Peters (Yes); Commissioner Goldberg (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed 5 to 0.

**B. Consideration of a request for a Town of Highland Beach Right-of-Way (ROW) permit for the property located at 4005 S Ocean Boulevard.**

Mayor Moore read the title of Item 11.B. Building Official Remas presented this item.

**MOTION:** David/Goldberg - Moved to approve the Right-of-Way permit for the property located at 4005 S. Ocean Boulevard, which passed unanimously 5 to 0.

**C. Resolution No. 2023-024**

**A Resolution of the Town Commission of the Town of Highland Beach Florida, adopting Fiscal Year 2023-2024 Schedule of Fees which establishes reasonable fees for town services and other charges; providing for conflicts; and providing an effective date.**

Mayor Moore read the title of Resolution No. 2023-024.

There was a suggestion to add "per month/unit" to Section VIII. b.) Multi-family curbside (4 units or less) and c.) Multi-family curbside (more than 4 units) to Exhibit C.

**MOTION:** David/Goldberg - Moved to approve Resolution No. 2023-024 as amended. Upon roll call: Commissioner David (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed 5 to 0.

**D. Discussion on past charter amendments and upcoming referendum questions.**

**1. Town Attorney Memorandum regarding Canvassing Board**

Town Attorney Torcivia spoke about the Canvassing Board.

The Town Commission discussed several topics and suggested referendum questions as follows:

1. Increase the Spending Limitation
2. Canvassing Board
3. Capital Projects - Sewer Lining
4. Rehabilitation of the old Fire Station
5. Town Commission Salary Increase

Town Manager Labadie and Town Attorney Torcivia will prepare referendum language for Town Commission to discuss at the September 19, 2023 meeting.

Mayor Moore opened public comments.

Mr. Jack Halpern commented on the referendum questions. He asked Mayor Moore to request a copy of the 2005 archaeological report and the public hearing in reference to Milani Park.

Ms. Veigas talked about the referendum questions in regard to the number of questions on the ballot.

Mr. Jason Chudnofsky mentioned that he has interviewed roughly 120 residents and has received positive feedback from the community about the positive changes in the community.

## **12. TOWN COMMISSION COMMENTS**

Commissioner Judith M. Goldberg agreed that the Town of Highland Beach is extraordinary, and the work the Town has done is adding to the enjoyment of residents' lives.

Commissioner Donald Peters thanked Jason Chudnofsky for being on the Planning Board. He attended the Natural Resource Preservation Board Meeting last week and thanked everyone on Boards for donating their time.

Commissioner Evalyn David mentioned that everything she does is for the benefit of the Town, and she has seen many improvements in the Town.

Vice Mayor David Stern thanked the residents for their public comments.

Mayor Natasha Moore thanked the residents for their public comments and mentioned that it helps with engagement. She and Town Manager Labadie have a meeting with Palm Beach County Commissioner Marci Woodward tomorrow to talk about Milani Park.

## **13. TOWN ATTORNEY'S REPORT**

Town Attorney Torcivia had nothing to report.

## **14. TOWN MANAGER'S REPORT**

Town Manager Labadie mentioned that the budget will get better after next year once the Town has its own fire department and that the Town will no longer be paying for two departments at once. The March election will be held on Town Hall property, but parking will be limited. He is working on a plan with the Town Clerk for parking and it will be presented to the Town Commission at a future meeting. He encouraged residents to vote by mail or do early voting.

Mayor Moore suggested pushing out early voting information to residents and encouraged residents to vote early.

**15. ADJOURNMENT**

The meeting adjourned at 3:33 P.M.

**APPROVED:** September 19, 2023 Town Commission Meeting.

ATTEST:

\_\_\_\_\_  
Natasha Moore, Mayor

Transcribed by  
Jaclyn DeHart and Lanelda Gaskins

\_\_\_\_\_  
09/19/2023

Date

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the events of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: <https://highlandbeach-fl.municodemeetings.com/>.



## TOWN OF HIGHLAND BEACH TOWN COMMISSION SPECIAL FIRST PUBLIC HEARING BUDGET MEETING MINUTES

**LIBRARY COMMUNITY ROOM  
3618 S. OCEAN BLVD.  
HIGHLAND BEACH, FL**

**Date: September 05, 2023  
Time: 5:01 PM**

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### **1. CALL TO ORDER**

Mayor Moore called the meeting to order at 5:02 P.M.

### **2. ROLL CALL**

Commissioner Judith Goldberg  
Commissioner Donald Peters  
Commissioner Evalyn David  
Vice Mayor David Stern  
Mayor Natasha Moore  
Town Manager Marshall Labadie  
Town Clerk Lanelda Gaskins

### **3. PLEDGE OF ALLEGIANCE**

The Town Commission led the Pledge of Allegiance to the United States of America.

### **4. APPROVAL OF THE AGENDA**

**MOTION:** David/Stern - Moved to approve the agenda as presented, which passed unanimously 5 - 0.

### **5. PRESENTATIONS**

#### **A. Recognition of State Awarded Appropriations for FY 2023-2024 Proclamation**

Mayor Moore read the above-referenced proclamation. Florida State Representative Peggy Gossett-Seidman, District 91, was present to accept this proclamation. State Representative Gossett-Seidman presented the Town Commission with a large display check from the State of Florida and a photograph was taken. In addition, State Representative Gossett-Seidman provided comments regarding this matter.

**B. State Legislative Updates**

**State Representative Peggy Gossett-Seidman, District 91**

Lobbyist Jarred Rosenstein, Capital City Consulting, spoke about a memorandum he prepared regarding the 2024 Legislative Budget Priorities. He indicated that the State is more likely to approve water and road projects. He suggested that the Town Commission focus on the water and road projects such as sewer lining. He also suggested the Town Commission select one or two projects. He provided a list of projects that were vetoed by Governor Ron DeSantis.

Town Manager Labadie asked the Town Commission if they would be comfortable with moving forward with securing dollars for the sewer project. The Town Commission agreed that the sewer project should be first. There was discussion about trying to get funding for more than one project such as the Bel Lido Bridge Project or the Lift Station Project. The Town Manager will work with Mr. Rosenstein on a second project to present at a later meeting.

**C. Fiscal Year 2023-2024 Proposed Final Budget**

Mayor Moore read the title of Item 5.C.

Finance Director David DiLena provided a PowerPoint presentation highlighting Fiscal Year 2023 Budget updates.

**6. FIRST READINGS / PUBLIC HEARINGS:**

**A. Resolution No. 2023-021**

**A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending the Fiscal Year 2023-2024 Schedule of Fees for the purpose of increasing water and sewer rates; providing for conflicts; and providing an effective date.**

Mayor Moore read the title of Resolution No. 2023-021.

Finance Director DiLena presented this item. Mr. DiLena explained the rate increases in regard to inflation. He reviewed historical rate increases, five-year water plan, realized water usage, base fees, revenue data, fund balances, and sewer revenue.

There was discussion about building up the fund balance.

Mr. DiLena mentioned the Town gave notice to all residents informing them about the first public hearing budget meeting today. He explained that the water and sewer rates will go into effect on October 1, 2023 and it will be reflected on the December bill.

Mayor Moore opened the item for public comments. Hearing none, she closed public comments.

**MOTION:** David/Stern - Moved to approve Resolution No. 2023-021. Upon roll call: Commissioner David (Yes); Vice Mayor Stern (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); and Mayor Moore (Yes). The motion passed 5 to 0.

**B. Resolution No. 2023-022**

**A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting a Final Millage Rate of 3.4182 Mills for the Town's General Operating Funds for the fiscal year beginning October 1, 2023, and ending September 30, 2024; providing that the Final Millage Rate of 3.4182 Mills is 19.3006 percent greater than the computed rolled back rate of 2.8652 Mills; providing for severability, conflicts, and an effective date.**

Mayor Moore read the title of Resolution No. 2023-022. She mentioned that this item has been thoroughly reviewed by the Town Commission.

Mayor Moore opened the item for public comments. Hearing none, she closed public comments.

**MOTION:** David/Goldberg - Moved to approve Resolution No. 2023-022. Based on roll call: Commissioner David (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed 5 to 0.

**C. Resolution No. 2023-023**

**A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting a Final Budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024; determining and fixing the amounts necessary to carry on the government of the Town for the ensuing year; providing for severability, conflicts, and an effective date.**

Mayor Moore read the title of Resolution No. 2023-023.

There were no public comments on this item.

**MOTION:** David/Goldberg - Moved to approve Resolution No. 2023-023. Based on roll call: Commissioner David (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed 5 to 0.

**7. TOWN ATTORNEY'S REPORTS**

The Town Attorney was not present.

**8. TOWN MANAGER'S REPORTS**

Town Manager Labadie announced that the Town Commission will meet on September 21, 2023 at 5:01 P.M. for the second reading.

**9. COMMISSION MEETINGS**

September 21, 2023 5:01 P.M. Town Commission Second Public Hearing Budget Meeting

**10. ADJOURNMENT**

The meeting adjourned 6:08 P.M.

**APPROVED:** September 19, 2023 Town Commission Meeting.

ATTEST:

\_\_\_\_\_  
Natasha Moore, Mayor

Transcribed by  
Jaclyn DeHart and Lanelda Gaskins

\_\_\_\_\_  
09/19/2023

Date

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the events of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: <https://highlandbeach-fl.municodemeetings.com/>.



**File Attachments for Item:**

A. Discussion on proposed referendum questions for the March 2024 election

**Potential Referendum Ballot Titles and Summaries**

1. **Referendum No. 1:**

**Ballot title.** The ballot title which is the subject of this Referendum shall be captioned as “**Funding and Implementation of Sanitary Sewer Lining Project.**”

**Ballot summary.** The ballot summary of the proposed Charter amendment shall be:

**SHALL THE TOWN OF HIGHLAND BEACH BE AUTHORIZED TO FINANCE AND IMPLEMENT A TOWN-WIDE SANITARY SEWER LINING PROJECT FOR A NOT TO EXCEED COST OF \$3.5 MILLION DOLLARS TO HELP REPAIR AND PREVENT STRUCTURAL DAMAGES TO THE SEWER LINES?**

\_\_\_\_\_ **YES (FOR APPROVAL)**

\_\_\_\_\_ **NO (AGAINST APPROVAL)**

2. **Referendum No. 2:**

**Ballot title.** The ballot title which is the subject of this Referendum, and by which the proposed Charter Amendment is to be commonly referred to or spoken of, shall be captioned as “**Funding Limitation.**”

**Ballot summary.** The ballot summary of the proposed Charter amendment shall be:

**RECOGNIZING THE INCREASE IN THE COSTS OF MUNICIPAL OPERATIONS OVER THE LAST THIRTY YEARS, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF PUBLIC STREETS, STORMWATER SYSTEMS, PARKS, AND SEWER SYSTEMS, SHALL THE TOWN OF HIGHLAND BEACH AMEND ITS CHARTER AT SECTION 2.01(30) TO AUTHORIZE AN INCREASE IN THE FUNDING LIMIT FROM \$350,000 TO \$ \_\_\_\_\_ FOR TOWN PROJECTS AND THE EXTENSION OF TOWN SERVICES?**

\_\_\_\_\_ **YES (FOR APPROVAL)**

\_\_\_\_\_ **NO (AGAINST APPROVAL)**

3. **Referendum No. 3:**

**Ballot title.** The ballot title which is the subject of this Referendum, and by which the proposed Charter Amendment is to be commonly referred to or spoken of, shall be captioned as “**Rehabilitation of Old Town Fire Station for Community Use.**”

**Ballot summary.** The ballot summary of the proposed Charter amendment shall be:

SHALL THE TOWN OF HIGHLAND BEACH BE AUTHORIZED TO FINANCE AND IMPLEMENT THE REHABILITATION OF THE TOWN'S OLD FIRE STATION FOR USE AS AN OUTDOOR COMMUNITY AREA PROJECT AT A NOT TO EXCEED COST OF \$1 MILLION DOLLARS?

\_\_\_\_\_ YES (FOR APPROVAL)

\_\_\_\_\_ NO (AGAINST APPROVAL)

4. Referendum No. 4:

**Ballot title.** The ballot title which is the subject of this Referendum, and by which the proposed Charter Amendment is to be commonly referred to or spoken of, shall be captioned as “Use of Palm Beach County Countywide Canvassing Board .”

**Ballot summary.** The ballot summary of the proposed Charter amendment shall be:

SHALL THE TOWN OF HIGHLAND BEACH AMEND ITS CHARTER AT SECTIONS 1.06(7) AND 1.06(8) TO DELEGATE CANVASSING DUTIES TO THE COUNTYWIDE CANVASSING BOARD FOR MORE EFFICIENTLY RUN MUNICIPAL ELECTIONS?

\_\_\_\_\_ YES (FOR APPROVAL)

\_\_\_\_\_ NO (AGAINST APPROVAL)

5. Referendum No. 5:

**Ballot title.** The ballot title which is the subject of this Referendum, and by which the proposed Charter Amendment is to be commonly referred to or spoken of, shall be captioned as “Limitation on Increases in Salaries for Mayor and Commissioners.”

**Ballot summary.** The ballot summary of the proposed Charter amendment shall be:

SHALL THE TOWN OF HIGHLAND BEACH AMEND ITS CHARTER AT SECTION 3.05 TO PROVIDE THAT THE SALARIES OF THE MAYOR AND COMMISSIONERS MAY NOT BE INCREASED MORE THAN 5% IN ANY SINGLE FISCAL YEAR?

\_\_\_\_\_ YES (FOR APPROVAL)

\_\_\_\_\_ NO (AGAINST APPROVAL)



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting  
**MEETING DATE** September 19, 2023  
**SUBMITTED BY:** Town Manager's Office  
**SUBJECT:** Discussion on proposed referendum questions for the March 2024 election

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## **SUMMARY:**

At the September 5, 2023, Commission meeting, the Commission discussed adding referendum questions to the March election ballot. The Commission directed the Town Manager and Town Attorney to provide draft language for the following five topics:

1. Funding and implementation of sanitary sewer lining project.
2. Funding limitation.
3. Rehabilitation of old Town Fire Station for community use.
4. Use of Palm Beach County Countywide Canvassing Board.
5. Limitation on increases in salaries for Mayor and Commissioners.

It is important to keep in mind if the Commission decides to include referendum questions on the March election ballot, there must be two reads of an ordinance approving the final language. This language must be submitted to the Supervisor of Election's (SOE) office no later than Friday, December 15, 2023. Please note, this date is subject to change per the SOE.

---

## **FISCAL IMPACT:**

N/A

---

## **ATTACHMENTS:**

Potential Referendum Ballot Titles and Summaries

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## **RECOMMENDATION:**

Commission discussion.

**File Attachments for Item:**

B. Milani Park Update



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission  
**MEETING DATE** *09/19/2023*  
**SUBMITTED BY:** Mayor Natasha Moore  
**SUBJECT:** Milani Park Update

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**SUMMARY:**

We would like to provide an update from our meeting with Palm Beach County Commissioner Marci Woodward (District 4) on September 6th. Palm Beach County would like to hold a public outreach meeting about Milani Park sometime during the weeks of January 22, 2024 and January 29, 2024, at the Highland Beach Library. We need to pick a specific date that works for us. At this meeting, the County will have a short presentation and then the public will be able to make comments.

---

**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

July 27, 2023 Letter from Palm Beach County ref. Cam D. Milani Park  
Palm Beach County Milani Park Addendum Stipulated Settlement Agreement  
Palm Beach County Milani Park Stipulated Settlement Agreement  
Resolution No. 09-004 R Special Exception Application of Palm Beach County

---

**RECOMMENDATION:**

Town Commission discretion.



July 27, 2023

RECEIVED

AUG 07 2023

Mr. Marshall Labadie  
Town Manager  
Town of Highland Beach  
3614 S. Ocean Blvd.  
Highland Beach, FL 33487

Town of Highland Beach, FL  
Town Clerk's Office

**County Administration**

P.O. Box 1989

West Palm Beach, FL 33402-1989

(561) 355-2040

FAX: (561) 355-3982

www.pbcgov.com



**Palm Beach County  
Board of County  
Commissioners**

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

**County Administrator**

Verdenia C. Baker

RE: Cam D. Milani Park

Dear Mr. Labadie:

As you are aware, on October 22, 2019 (regular Agenda 5F-1) the Board of County Commissioners provided direction to exercise the first of two five-year extensions per the agreement between the County and Town for the development of the Cam D. Milani Park project. The County provided the Town a letter requesting this extension through May 31, 2025 and the five-year time extension was granted.

I am pleased to advise you that Palm Beach County is initiating the design and permitting process for this project.

As we initiate the design process, our staff from Parks and Recreation and Facilities Development and Operation Departments will be reaching out you.

We are looking forward to working with you in bringing this project to a successful and mutually beneficial completion

Respectfully,

A handwritten signature in blue ink that reads "V. Baker".

Verdenia C. Baker  
County Administrator

cc: Dorritt Miller, Assistant County Administrator  
Isami Ayala-Collazo, Director Facilities Development & Operations  
Jennifer Cirillo, Director of Parks and Recreation

"An Equal Opportunity  
Affirmative Action Employer"

Official Electronic Letterhead

## ADDENDUM

R 2010 13 74

SEP 14 2010

**WHEREAS**, Palm Beach County and The Town of Highland Beach have reached a Stipulated Settlement Agreement regarding Milani Park,

**WHEREAS**, the Settlement Agreement contains several "glitches" which both parties wish to be cleaned up

**WHEREAS**, the parties wish to clean up those "glitches" in the simplest process possible,

**WHEREAS**, the parties agree that this Addendum to the Stipulated Settlement Agreement will serve to clean up the "glitches" set forth below,

**NOW THEREFORE**, in consideration of the foregoing Whereas Clauses which the parties agree are true and correct and are incorporated into this Agreement, the parties agree as follows:

1. On page 1 of the Stipulated Settlement Agreement, the year on the Agreement has been identified as 2009. The year should be 2010.
2. On pages 3-6, the legislative formatting of the draft language, which was part of the negotiations between the parties, still shows underlining of the last round of negotiations. The underlining which should have been removed in the final document can remain as it does not adversely effect the intent of the parties.
3. On page 6, the agreement still outlines that there is a dispute between Palm Beach County and the Boca Highlands Condominium Association. That dispute has been settled and the parties so agree.



4. On page 8 (item #6) there is a reference to the Town Code which is "in effect at the time of the adoption of the Amended Development Order, (identified by X)". To clear up this matter the Town Clerk of Highland Beach will attach and make a part of the Settlement Agreement, a copy of the current Town Code signing an affidavit that such copy was the Town Code at the time that both parties entered into the Stipulated Settlement Agreement.

5. With regard to item #20 the missing contact information will be noted as follows:

If to the Town of Highland Beach: Dale S. Sugerman,  
PhD., Town Manager, 3614 South Ocean Blvd.,  
Highland Beach, FL, 33487.

With copies to: Thomas E. Sliney, Esq., Buckingham,  
Doolittle and Burroughs, LLP, 5355 Town Center Road,  
Suite 900, Boca Raton, Florida 33486.

R 2010 13 74 SEP 14 2010

WITNESS:

PALM BEACH COUNTY, FLORIDA  
By: Board of County Commissioners

Barbara Strickland  
(Signature)

Burt Aaronson  
By: Chairman of the Board of County  
Commissioners **Burt Aaronson**

Barbara Strickland  
(Print Name)

Burt Aaronson  
(Print Name)

Sydore Thompson  
(Signature)

SEP 14 2010

(Date)

Sydore Thompson  
(Print Name)

Amy Taylor Pettel  
Approved as to Legal Form and Sufficiency  
Palm Beach County Attorney's Office

Sharon R. Bock, Clerk & Comptroller  
Palm Beach County

By Amy Taylor Pettel  
Deputy Clerk

WITNESS:

TOWN OF HIGHLAND BEACH

By: Town Commission

~~Valerie Oates~~  
(Signature)

Shewell  
By: Mayor

Valerie Oates  
(Print Name)

J. W. NEWELL  
(Print Name)

Dale S. Sogerman  
(Signature)

11/2/10  
(Date) Burke D. O'Connell & Burgh

DALE S. SOGERMAN  
(Print Name)

By: [Signature]  
Approved as to Legal Form and Sufficiency  
Town Attorney

R2010 0810

IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA

PALM BEACH COUNTY,  
a political subdivision of the State  
of Florida,

Case Nos.: 502009CA018459XXXXMB AY  
502009CA024429XXXXMB AG

Plaintiff/Petitioner,

v.

TOWN OF HIGHLAND BEACH,  
a municipal corporation of the  
State of Florida,

Defendant/Respondent.

**STIPULATED SETTLEMENT AGREEMENT**

This Stipulated Agreement is made and entered into this 1st day of June,  
<sup>2011</sup>~~2009~~, by and between PALM BEACH COUNTY, a charter county and political subdivision of  
the State of Florida, and TOWN OF HIGHLAND BEACH, a municipal corporation of the State  
of Florida.

**RECITALS**

**WHEREAS**, Palm Beach County submitted a special exception use application to the  
Town of Highland Beach on December 19, 2001, to obtain a special exception for the location of  
a proposed County park – Palm Beach County Cam D. Milani Park (the Subject Property) and

**WHEREAS**, the special exception use application was abated during litigation between  
the County and the Subject Property's former owner; and

**WHEREAS**, at the conclusion of the litigation, the County requested that the Town  
resume consideration of the special exception use application on February 27, 2007; and

**WHEREAS**, Palm Beach County submitted an updated special exception use application package to the Town; and

**WHEREAS**, the Town of Highland Beach's Town Commission considered the special exception use application at hearings on November 4, 2008, December 2, 2008, January 6, 2009, and April 27, 2009; and

**WHEREAS**, the Town of Highland Beach's Town Commission adopted Resolution R009-004, (the Development Order) which approved a special exception use application with 43 conditions of approval associated with the special exception use; and

**WHEREAS**, Palm Beach County filed a Writ of Petition for Certiorari in the Fifteenth Judicial Circuit in and for Palm Beach County, case styled, Palm Beach County v. Town of Highland Beach, Case No.: 50 2009 CA 018459 XXXX MB AY, appealing the Development Order (the appeal), which was denied; and

**WHEREAS**, Palm Beach County also filed an action for declaratory and injunctive relief, in the Fifteenth Judicial Circuit in and for Palm Beach County, case styled, Palm Beach County v. Town of Highland Beach, Case No.: 50 2009 CA 024429 XXXX MB AG, contesting the Development Order (the action); and

**WHEREAS**, both parties wish to resolve both the pending appeal and action in order to avoid the time and expense of litigation; and

**WHEREAS**, Palm Beach County intends to postpone its development of the Subject Property to prioritize other means of providing beach access to the citizens of Highland Beach and Palm Beach County.

**NOW THEREFORE**, in consideration of the foregoing Whereas Clauses which the parties agree are true and correct and are incorporated into this Agreement, the parties agree as follows:

**MODIFICATION TO THE CONDITIONS OF APPROVAL**

1. The Town Commission of the Town of Highland Beach agrees to the following amendments to the Conditions of Approval adopted as part of its Development Order.

- a. Condition #5 to be amended as follows, “As part of the Compliance Package, the County shall submit a drawing indicating the type of demarcation fencing or railing (which may include notices or signs attached thereto identifying adjacent property) which it proposes to install on the beach to create delineation between public and privately owned properties along the northern and southern property lines to the mean high water line for the East Parcel (Parcel “A”). The placement of the demarcation fencing or railing shall be subject to the County obtaining permits from the appropriate authorities; however, the County shall be excused from compliance with this condition if, after a good faith effort, the County is unable to obtain required permits from the appropriate authorities, including but not limited to the Florida Department of Environmental Protection and the Florida Fish and Wildlife Commission;”
- b. Condition #6 to be amended as follows, “The County shall retain one or more Registered Professional Archaeologists (hereinafter “the Archaeologists”), who are members or meet the standards of the Register of Professional Archaeologists (ROPA) who will work toward the

development of the Park Management Plan to address the planning, construction and maintenance measures to protect the archaeological resources on the Subject Property. These measures shall be incorporated into the Park Management Plan for the Subject Property as required in 4b, above. The Archaeologists shall be on the Archaeological Site (the East Parcel – Parcel “A”) of the Subject Property at all times during clearing and construction to monitor and inspect the activities of the County’s contractors, employees, and consultants. If the Town finds the County’s archaeological consultant unacceptable, the Town may choose to hire its own archaeological consultant to review the work performed under this condition and the County shall reimburse the Town for reasonable expenses incurred as part of the Town’s archaeologist’s review.”

- c. Condition #10 to be amended as follows, “Within one (1) year of the County’s notice of intent to resume development, the County shall apply for National Register of Historic Places (NRHP) designation of the Archaeological Site. Immediately upon receipt of the NRHP determination the County shall provide evidence of its receipt of the determination to the Town. If the Archaeological Site is nominated, Palm Beach County agrees to accept the nomination;”
- d. Condition #14 to be amended as follows, “The County shall make reasonable efforts to negotiate and enter into a Memorandum of Agreement (MOA) with the SHPO, the Miccosukee, the Seminole Tribe of Florida, the Seminole Nation of Oklahoma, and the Town of Highland

Beach regarding what steps will be taken to protect the Subject Property during its development. The Memorandum of Agreement shall generally be in the form of and include the content of the attached Exhibit "A." The County shall be considered to have made reasonable efforts to negotiate the MOA if it seeks participation by each of the parties by sending by regular and certified mail, a letter generally in the form and include the content of the attached Exhibit "B" which is incorporated herein, and the parties fail to respond within 90 days of the written invitation. Regardless of whether or not any of the third parties referenced hereinabove decline to enter into the MOA, the County agrees to make reasonable efforts to negotiate and enter into a MOA with those third parties that do agree to participate."

e. Condition #43 to be amended as follows, "The perimeter landscaping plan for the southern and western perimeters of the West Parcel (Parcel "B") called for in Condition #20 shall include a 6' high (above grade) concrete decorative wall rather than a 6' high (above grade) opaque vinyl fence for the western property line of the West Parcel (Parcel "B") as originally proposed in the Conceptual Landscape Plan dated October 16, 2008. The six foot high (above grade) concrete decorative wall for the western property line of Parcel B shall be constructed and completed within one year of the execution of this Settlement Agreement. Additionally, on the eastern boundary of Parcel "B" of the Subject

Property, the County shall install a means of physically restricting vehicular access to the West Parcel as shown on Exhibit C.

The perimeter landscaping plan for the southern and western perimeters of the West Parcel (Parcel “B”) and the access restrictions on the eastern boundary of Parcel “B” shall be as depicted in the Landscaping Plan, which is attached hereto as Exhibit C. To the extent that the requirements of condition #43 and #20 conflict, the terms of this amended Condition #43 shall prevail.”

- f. The Development Order will be amended to allow for completion of all conditions of approval within 2 years following the date of the County’s notice of intent to resume development consistent with the intent of Article II Section 30-21(g)(2)(b), except that Conditions 20, 22, and 43 shall be completed within one year of the execution of this Settlement Agreement.

2. The parties acknowledge the existence of a property line dispute between Palm Beach County and Boca Highlands Condominium Association regarding the perimeter of the Subject Property. The Town of Highland Beach agrees to extend the deadlines for performance of the requirements of Conditions 20, 22, and 43 if litigation is initiated regarding the property line dispute between Palm Beach County and Boca Highlands Condominium Association that prevents the County from meeting the timing requirements of Conditions 20, 22, and 43. The time extension may be granted administratively by the Building Official upon written request by the County. If the Site Plan changes required to accommodate resolution of the property line dispute do not constitute a substantial deviation from the Original Site Plan, then the Site Plan changes can be approved



administratively by the Building Official. If the Site Plan changes are substantial deviations, then the Site Plan changes must be approved by the Town Commission, but permission for such deviation shall not be unreasonably withheld.

### **PROJECT POSTPONEMENT**

3. If the Town of Highland Beach adopts the amendments to the Development Order set forth herein, the County agrees not to proceed with development of Cam D. Milani Park, other than compliance with Conditions 20, 22, 24, and 43, for a period of 10 years from the date of adoption for the amended Development Order. Upon the 5 year anniversary of the effective date of the amended Development Order, the County shall provide a status report to the Town of the County's intentions with respect to continued development of the Subject Property. The status report is for information purposes only, but shall, at a minimum include what actions the County has taken to increase beach access at other beach parks in the district, and the beach access level-of-service standard contained in the County's Comprehensive Plan.

4. The County has the right to extend the post-ponement, at its sole option, for 2 periods of 5 years each for a maximum postponement of up to 20 years. After 9 years, but no later than 6 months prior to the ten year anniversary of the effective date of the amended Development Order, the County shall provide written notice of its intent to resume development of the Subject Property, or to exercise its option for an additional 5 year time extension of the abatement period. If the County exercises its option for an additional 5 year time extension of the abatement period, the County shall notify the Town in writing no later than 6 months prior to the expiration of the 5 year extension of its intent to either exercise its option for a second 5 year time extension of the abatement period, or its intent to resume development. Only two year time extensions of the abatement period shall be allowed.

5. If the County fails to provide written notice of its intent to either use the time extensions provided for herein or to resume development at the end of the abatement period(s), then the Development Order shall be deemed null and void.

6. The County's rights under the amended Development Order shall remain in full force and effect, even though the County hereby agrees to postpone development of the Subject Property for up to 20 years, except as may be otherwise provided for herein. If the County chooses to resume development no earlier than 10 years but no later than 20 years, development will proceed according to the conditions set forth in the Amended Development Order, regardless of any Town Code changes that may have occurred during the time since the Amendment Development Order was adopted. If the County proposes to develop the Subject Property such that it substantially deviates from the Amended Development Order, the County's request will be subject to the provisions of the Town Code in effect at the time of the adoption of the Amended Development Order, (identified by X).

7. During the abatement period, the County may place no more than two signs (1 on west parcel and 1 on east parcel) on the property indicating that "Future Home of Cam D. Milani Park," in the form indicated in the Sign Detail attached hereto as Attachment 1.

8. The County shall be responsible for maintaining the Subject Property, including specifically the wall and any landscaping placed on the West Parcel (Parcel "B") during the abatement period. Within one year of the effective date of the Amended Development Order, the County shall clear and grub the West Parcel, remove the existing paving and grade the perimeter landscape buffers and the balance of the site as provided for in the Demolition/Grading Plan, which is attached hereto as Exhibit "D". The West Parcel shall be seeded with grass. No permanent irrigation system shall be installed other than what may be needed for southern and

western perimeter landscape buffers. The West Parcel shall be regularly trimmed and maintained pursuant to the requirements of the Town's Code.

### **SETTLEMENT OF LITIGATION**

9. Provided the Town Commission of the Town of Highland Beach amends the Development Order as set forth herein, the County will dismiss with prejudice the action for declaratory and injunctive relief referenced above within 30 days of such amendment.

### **ATTORNEYS' FEES AND COSTS**

10. Each party will be responsible for its own attorneys' fees and costs incurred prior to the execution of this Settlement Agreement, and throughout the performance of this Settlement Agreement.

11. It is the intent of the parties that the Circuit Court reserve jurisdiction to enforce this Settlement Agreement against each of the parties.

12. Each party to this Settlement Agreement hereby releases each other party, its elected officials, appointed officers, employees, consultants, and agents from any claim related to the subject matter of this Settlement Agreement arising out of facts occurring prior to the date hereof. Provided, however, that this paragraph will not operate to release the parties from performance under this Settlement Agreement or for any claims arising out of facts occurring after the date hereof.

### **MISCELLANEOUS**

13. The headings or captions of articles, sections or subsections used in this Settlement Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Settlement Agreement. The parties hereto agree and warrant that they have had

the benefit of consultation with legal counsel prior to entering into this Settlement Agreement, such that all language herein shall be construed equally against the parties, and such that all parties waive any right, claim, argument or defense that any language of this Settlement Agreement should be construed strictly against its drafter.

14. The parties agree that upon execution of this Settlement Agreement, the County will have “commenced development,” as that term is used by the Town Code, the phasing periods referenced herein notwithstanding. Accordingly, the Town waives the right to rescind or invalidate the Development Order on grounds that the County has not “commenced development” as long as the County performs the initial site development conditions of 20, 22, 24 and 43 and any other requirements as set forth herein.

15. This Settlement Agreement shall only be amended or modified through written amendment approved by the Board of County Commissioners of the County and the Town of Highland Beach.

16. This Settlement Agreement and its attachments represent the entire agreement of the parties with respect to the Subject Property. No agreement, statement, or promise made by any party, or to any employee, elected or appointed official or officer, consultant, or agent of any other party, which is not contained in this Settlement Agreement shall be binding or valid as to matters covered by this Settlement Agreement.

17. The full and complete performance of each of the conditions, terms and provisions set forth in the above articles and sections is essential to the agreement of each of the parties to enter into this Settlement Agreement, such that each party hereby waives any defense of substantial performance to any claim that it has failed to fully and completely perform any of the conditions or obligations imposed upon it pursuant to this Settlement Agreement.

18. Each of the parties hereto represents and warrants to the other its respective authority and power to enter into this Settlement Agreement, acknowledges the validity and enforceability of this Settlement Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Each party also hereby represents, warrants and covenants to the other that the undersigned officers have been duly authorized to execute this Settlement Agreement such that this Settlement Agreement has been validly entered into by the respective party, and that this Settlement Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof.

19. This Settlement Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

20. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or five (5) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:

Palm Beach County Administrator  
Board of County Commissioners  
Robert Weisman  
301 North Olive Avenue, Suite 1001  
West Palm Beach, Florida 33401-1989  
Facsimile: 561-355-3982

With copies to:

Assistant Palm Beach County Attorney  
Amy Taylor Petrick, Esquire  
County Attorney's Office  
300 North Dixie Highway, Suite 359  
West Palm Beach, Florida 33401  
Facsimile: 561-355-4234

If to the Town of Highland Beach: [insert contact info here]

With copies to: [insert contact info here]

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being given notice.

21. Nothing in this Settlement Agreement entitles Palm Beach County to any particular planning or zoning decision, and nothing in this Settlement Agreement shall be construed to delegate any of the Town of Highland Beach's governmental authority to Palm Beach County, or visa-versa.

**R2010 0810**

WITNESSES:

PALM BEACH COUNTY, FLORIDA

By: Board of County Commissioners

*Sydore Thompson*  
[Signature]

*Burt Aaronson*  
By: Chairman of the Board of County Commissioners

*Sydore Thompson*  
[Print Name]

**Burt Aaronson**  
[Print Name]

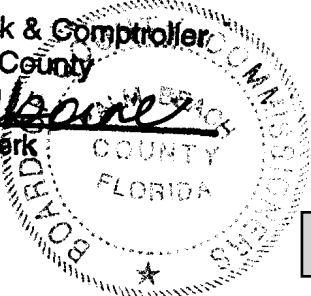
*Glendia y. Harvey*  
[Signature]

[Date]

*Glendia y. Harvey*  
[Print Name]

*Amy Taylor Petrick*  
Approved as to Legal Form and Sufficiency  
Palm Beach County Attorney's Office

Sharon R. Bock, Clerk & Comptroller  
Palm Beach County  
By: *Saloya Osborne*  
Deputy Clerk



WITNESSES:

TOWN OF HIGHLAND BEACH

By: Town Commission

Dale S. Szymanski  
[Signature]

Shewell  
By: Mayor

Dale S. Szymanski  
[Print Name]

J.W. NEWELL  
[Print Name]

Beverly M. Brown  
[Signature]

6/1/10  
[Date]

Beverly M. Brown  
[Print Name]

By: [Signature]  
Approved as to Legal Form and Sufficiency  
Town Attorney

# EXHIBIT "A"

April 2009

*Final document may be prepared by Palm Beach County Attorney in consultation with the Florida SHPO, the Town of Highland Beach, tribal representatives, other interested parties, and federal agencies*

## MEMORANDUM OF AGREEMENT

AMONG

THE TOWN OF HIGHLAND BEACH

AND

PALM BEACH COUNTY

AND

THE FLORIDA STATE HISTORIC PRESERVATION OFFICER

CONCERNING THE MITIGATION OF ADVERSE EFFECTS ARISING FROM THE  
USE OF PROPERTY ARISING FROM CONSTRUCTION ACTIVITIES

MILANI PARK

PALM BEACH COUNTY, FLORIDA

WHEREAS Palm Beach County, a County of the State of Florida, owns, uses, and controls the land comprising of \_\_\_ acres within the Town of Highland Beach, for the planned purposes of constructing a park and related activities; AND,

WHEREAS Palm Beach County, plans an Undertaking, the use of land for public access containing a portion of archaeological site 8PB9636: *The Spanish River Midden and Mound Group*, and it has been determined that the project will have adverse effects on cultural resources eligible for listing on the National Register of Historic Places (NRHP); AND

WHEREAS Palm Beach County has consulted with the Florida State Historic Preservation Officer (SHPO) pursuant to 36 CFR, Part 800, or other regulations implementing Section 106 of the NHPA; AND,

THEREFORE, Palm Beach County, other signatories, and the Florida SHPO agree that the preparation of the property containing the above mentioned archaeological site prior to construction will be implemented in accordance with the following stipulations:

### I. STIPULATIONS

A. Palm Beach County has provided to the Signatories the supporting documents as listed in Attachment 1 [*Required documents to be specified*]. The Signatories hereby acknowledge that they, and each of them, have relied upon the factual representations set forth in each of the supporting documents.

B. The undertaking shall proceed in accordance with the final design and specifications, listed in Attachment 2 [*Comprehensive Research Design to be completed*], previously reviewed, commented upon, and approved by the Signatories.

1



**C. Palm Beach County stipulates the following:**

1. Palm Beach County shall retain one or more Registered Professional Archaeologists, agreeable to the County and the Town, who will work with Palm Beach County toward the development of a Park Management Plan to address the planning, construction and maintenance measures to protect the archaeological resources on site.
2. As regards the possibility of inadvertent finds of cultural materials: The archaeologist or archaeologists, shall be on site at all times during clearing and construction for the park and its improvements to monitor and inspect the activities of the County's contractors, employees and consultants, prior to park opening.
3. Prior to the issuance of any clearing, excavation or other permits necessary to fill the site, an archaeologist shall be consulted in regard to planning and monitoring all removal of vegetation, structures and features. Native vegetation shall be left in place so as to avoid any disturbance to the midden.
4. The County shall use materials devoid of cultural resources or contaminants (hereinafter "the Fill") and shall be placed over any area to be developed, including but not limited to areas where boardwalks, pedestrian walkways, kiosks, restrooms and/or lifeguard buildings are located. The fill shall be in sufficient quantities to bury and preserve aboriginal resources. The placement of the clean fill shall be done at the direction of the archaeologist or archaeologists retained by the County.
5. The site shall be interpreted. The archaeologists shall consult with the State Historic Preservation Officer (SHPO) and offer the opportunity to comment to the Miccosukee and Seminole Tribes and develop text, concepts and recommendations for interpretative signage that shall be located on the eastern parcel. The signage shall, at a minimum, focus on (1) the Jeaga, Ais, Tequesta, Miccosukee, Creeks and Seminole Tribes; (2) Spanish, British and other European presence in Palm Beach County and the Japanese Yamato Colony.
6. Within one (1) year of the adoption of the Special Exception Resolution, the County shall apply for National Register of Historic Places (NRHP) designation of the Site. Immediately upon receipt of the NRHP determination, the County shall provide evidence of its receipt of the determination to the Town. If the site is nominated, Palm Beach County will agree to accept the nomination.
7. No clearing (except for hand removal of exotic vegetation) or ground disturbance shall occur on the East Parcel (Parcel "A").
8. Prior to the issuance of any building permit, those structural features which remain on the East Parcel (Parcel "A") from the former Weir homestead, and that are determined by the Town Building Official to be structurally unstable or unsafe, shall be removed from the East Parcel (Parcel "A") unless, in the opinion of the Town Building Official and the Archaeologists, their removal would destabilize the archaeological site, expose artifacts, promote erosion, disturb human remains, or otherwise be adverse to the preservation of the archaeological site. Unstable or unsafe structural features shall be tested if required to determine their integrity, and their removal monitored by the Archaeologists. In the event that a structural feature is determined by the Town Building Official to be structurally unstable or unsafe, and removal would destabilize the archaeological site, the County shall not remove the structural feature, but shall secure the structural feature to the satisfaction of the Building Official.
9. Prior to the issuance of any building permit the Archaeologists identified in stipulation #1 shall undertake a Cultural Resource Assessment Survey (CRAS) (also known as a Phase I Survey) to recover information present at the Archaeological Site

so as to expand the understanding of the Site's significance to Florida's past, its first inhabitants, and explorers, as well as its early European and Japanese settlers, as well as reduce the need for more extensive monitoring and to reduce future costs. The County shall submit the assessment to the Town as part of the Compliance Package.

10. As part of the Compliance Package, the County shall submit its engineering and construction plans and drawings showing that the restroom and lifeguard building will be located entirely within the "footprint" of the remnants of the swimming pool and any existing concrete deck poured over existing footers. In the event the restroom/lifeguard building cannot be located entirely within the footprint of the swimming pool and deck, Palm Beach County may alter the footprint of the building upon proof to the Town in consultation with the SHPO that any encroachment of the proposed building will not displace or disturb archaeological resources or human remains. If in the opinion of the Town in consultation with the SHPO this cannot be accomplished, the County shall relocate this structure to the West Parcel (Parcel "B").
11. As a result of the Cultural Resource Assessment Survey (CRAS) identified in stipulation #9 above, and as part of the Compliance Package and prior to the issuance of any building permits, the County shall identify the routes of any all utility lines, sidewalks, walkways, boardwalks and/or facilities that may impact any archaeological deposits or human remains. Once the routes have been determined and permits applied for and obtained, the routes shall be excavated by hand.
12. All exotic vegetation to be removed from the East Parcel (Parcel "A") shall be hand cleared. Replanting will occur only in those areas where existing native vegetation will not re-establish within a reasonable time. The Archaeologists shall be on the Site during both the clearing and replanting of the vegetation to continuously monitor and inspect the areas being cleared and replanted. If during either the clearing or replanting any significant archaeological materials or features are encountered, the Archaeologists shall immediately notify the Town and the SHPO and cease further work until any and all materials or features have been documented to the satisfaction of the Town and the SHPO. If any human remains are uncovered while either clearing or replanting, then the provisions of Section 872.05, Florida Statutes shall be followed and implemented without delay.
13. The archaeological site 8PB9636: *The Spanish River Midden and Mound Group* is scheduled for impact due to planned construction activities. If determined necessary by the SHPO to mitigate the adverse impact of construction, heavy traffic and service vehicles, the Florida SHPO, Palm Beach County, and the Town of Highland Beach may agree, according to Part 800.6(b)(1)(iv) that a data recovery investigation be planned that will consist of an agreed amount of excavation by the parties, as recommended and approved by the SHPO. The SHPO shall approve all research designs and planned methodology.
14. Any future use of this site requiring ground disturbance shall be considered to be a separate Undertaking, and subject to separate consultations with the Signatories.
15. An unanticipated finds plan has been developed for this Site. This document conforms to Chapter 872.05 (Offenses Concerning Dead Bodies and Graves/Unmarked Burials) of the *Florida Statutes* with regard to analysis and disposition of the skeletal material.
16. Constant site security will be maintained during all testing and construction activities.
17. Palm Beach County will inform Indian tribes that may attach religious or cultural importance to properties in the project area.
18. The ACHP will be given the opportunity to be a participant in the resolution of adverse effects but may decline under Part 800.6(a)(1)(iii).

## **II. Monitoring and Construction Documentation**

- A. Palm Beach County will ensure that appropriate construction documentation, including drawings or plans, are maintained and retained, and that the Signatories will have full access to review these documents as desired.
- B. Palm Beach County will ensure that archaeological field notes, drawings, and photographs are prepared by a professional archaeologist and will be maintained and retained, and the Signatories will have full access to review these documents as desired.
- C. Any Signatory may arrange with Palm Beach County review(s) of construction/monitoring documentation in a manner amenable to both parties.

## **III. Personnel and Documentation Standards**

- A. Palm Beach County will ensure that all cultural resource investigations implemented under this MOA shall be conducted by or under the direct supervision of a person or persons meeting the Secretary of the Interior's draft Qualification Standards for archaeology or history (*Federal Register* 20 June 1997, v.62, n.119).
- B. Palm Beach County will ensure that all cultural resource investigations implemented under this MOA shall meet the Secretary of the Interior's Standards and Guidelines for Archaeology or Historic Preservation (*Federal Register* 29 September 1983, v.48, n.190), and take into consideration the ACHP's "Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites" (1999), as well as the Standards and Guidelines of the Florida Division of Historical Preservation (2004).

## **IV. Confidentiality**

- A. The parties to this MOA shall ensure that all actions and documentation prescribed by this MOA are consistent with *Chapter 267.135* exemption from Florida Sunshine Law under state regulations, and Section 304 of the NHPA, relating to the disclosure of archaeological site information.

## **V. Dispute Resolution**

- A. Should any Signatory object to any actions in relation to the Undertaking, then Palm Beach County will inform the other Signatory parties of the objection and provide them with the opportunity to comment. The Signatories agree to respond within three days from receipt of notification. Palm Beach County will seek to resolve the dispute with Signatory parties. Should Palm Beach County be unable to resolve the conflict/dispute through consultation, the Advisory Council on Historic Preservation (ACHP) will be invited to provide its comments as they might pertain only to the subject of the dispute/conflict. Palm Beach County shall take any ACHP comments into account and shall provide documentation of its decision to the ACHP and the Signatory parties. The responsibility of the Signatory parties to carry out all actions under this Memorandum of Agreement (MOA) that are not the subject of the dispute shall remain unchanged.
- B. All official notifications required in paragraph A shall be in writing. All communication shall occur in a manner agreeable to each of the parties.

**VI. Amendments**

- A. If any of the Signatories believe that an amendment to the terms of this MOA is required, that Signatory immediately shall notify the other Signatories and request consultation. The process of amending the MOA shall be the same as that exercised in creating this original MOA.
- B. In the event of any change(s) to the Undertaking that require new or increased ground-disturbing activity, Palm Beach County will inform the Signatories of the proposed change(s) and provide them with the opportunity to comment. The Signatories agree to respond within five days after receipt. Palm Beach County will consider all the comments and decide whether to proceed with the proposed change(s). Disputes regarding the proposed change(s) will be handled in accordance with Section V, "Dispute Resolution," above.

**VII. Anti-Deficiency**

- A. If Palm Beach County cannot perform any obligation set forth in this MOA, the Signatories intend the remainder of the MOA to be executed. Any obligation under the MOA that cannot be performed within five years due to financial insolvency must be renegotiated among the Signatories.

**VIII. Termination, Extension or Withdrawal**

- A. This MOA shall be in effect for the duration of the Undertaking. Upon completion of the Undertaking, this MOA shall terminate. At the request of the Signatories, this MOA may be reviewed for possible extension at any time.
- B. Any Signatory may withdraw from this Agreement. The Signatories are encouraged to offer 30 days' written notification to the other Signatories.

**IX. Execution**

Execution of this MOA is evidence that Palm Beach County has afforded the SHPO and the ACHP an opportunity to comment on the Undertaking, and has satisfied the requirements of Section 106 of the *National Historic Preservation Act of 1966*, as amended.

[the rest of this page has been left blank]

**FOR PALM BEACH COUNTY:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Chair, County Commission

**FOR THE TOWN OF HIGHLAND BEACH:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Mayor, Town Commission

**FLORIDA STATE HISTORIC PRESERVATION OFFICER:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Fredrick Gaske, Florida State Historic Preservation Officer

**ACCEPTED FOR TRIBAL REPRESENTATIVES: [may be one or more, or none]**

\_\_\_\_\_ Date: \_\_\_\_\_  
Tribal THPO

**ACCEPTED FOR THE ADVISORY COUNCIL ON HISTORIC PRESERVATION:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Executive Director, Advisory Council on Historic Preservation



## Exhibit B

### Sample Letter to Third Parties for Memorandum of Agreement Participation

Date

To: State of Florida Historic Preservation Officer (SHPO)  
Miccosukee Tribe of Indians  
Seminole Tribe of Florida  
Seminole Nation of Oklahoma  
Town of Highland Beach

RE: Cam D. Milani Park – Memorandum of Agreement

Dear \_\_\_\_\_,

Palm Beach County (the County) intends to develop a public park primarily for beach access on a 5.5 acre parcel of property located on both the east and west sides of SR A1A, north of Spanish River Blvd. and south of Yamato Road, within the municipal limits of the Town of Highland Beach. A map showing the location of the Subject Property is attached. That 2.8 acre portion of the Subject Property on the east side of SR A1A is a known significant archeological site. A parcel map with an archaeological overlay depicting known locations of where human remains have been found, areas of undisturbed midden, and areas previously disturbed by construction is available and has been reviewed by the County. The County has also solicited input from Ryan Wheeler, State Archeologist and Chief, and the Tribes, meeting with a representative from the Miccosukee Tribe of Indians on site. The County has taken the input received over the past years and designed and located the proposed improvements, consisting of a lifeguard/restroom facility and pathways including educational/interpretive signage and a dune cross-over, to minimize impacting the archeological resources on the site.

Conditions imposed by the Town as part of the special exception approval require that a Professional Archeologist prepare a Cultural Resource Assessment Survey and a Park Management Plan. These conditions also require that the Professional Archeologist be on site during all site clearing and construction activities to monitor and inspect the activities, and to provide oversight for the protection of the archeological resources.

Although the County has previously requested input from your organization over the past several years as the site plan has been developed and approvals sought, including comments received from the SHPO, Miccosukee Tribe of Indians and Town of Highland Beach during a site visit on December 19, 2008 the County is requesting participation from your organization through a Memorandum of Agreement (MOA) that will further identify what steps will be taken to protect the Subject Property during its development.

The County requests a response to this invitation for participation within ninety (90) days of your receipt of this letter. If no response is received within this ninety (90) day period it is understood that your organization has declined participation in the MOA.

Please contact me, the County's Project Manager, Dave Dolan at (561)233-0280 or the County's Consultant of Record, Collene Walter at Urban Design Kilday Studios at (561) 366-1100 should you have any questions regarding this request.

Sincerely,

Audrey Wolf, Director  
Facilities Development & Operations

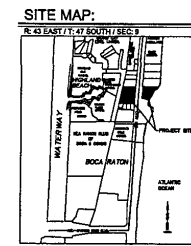
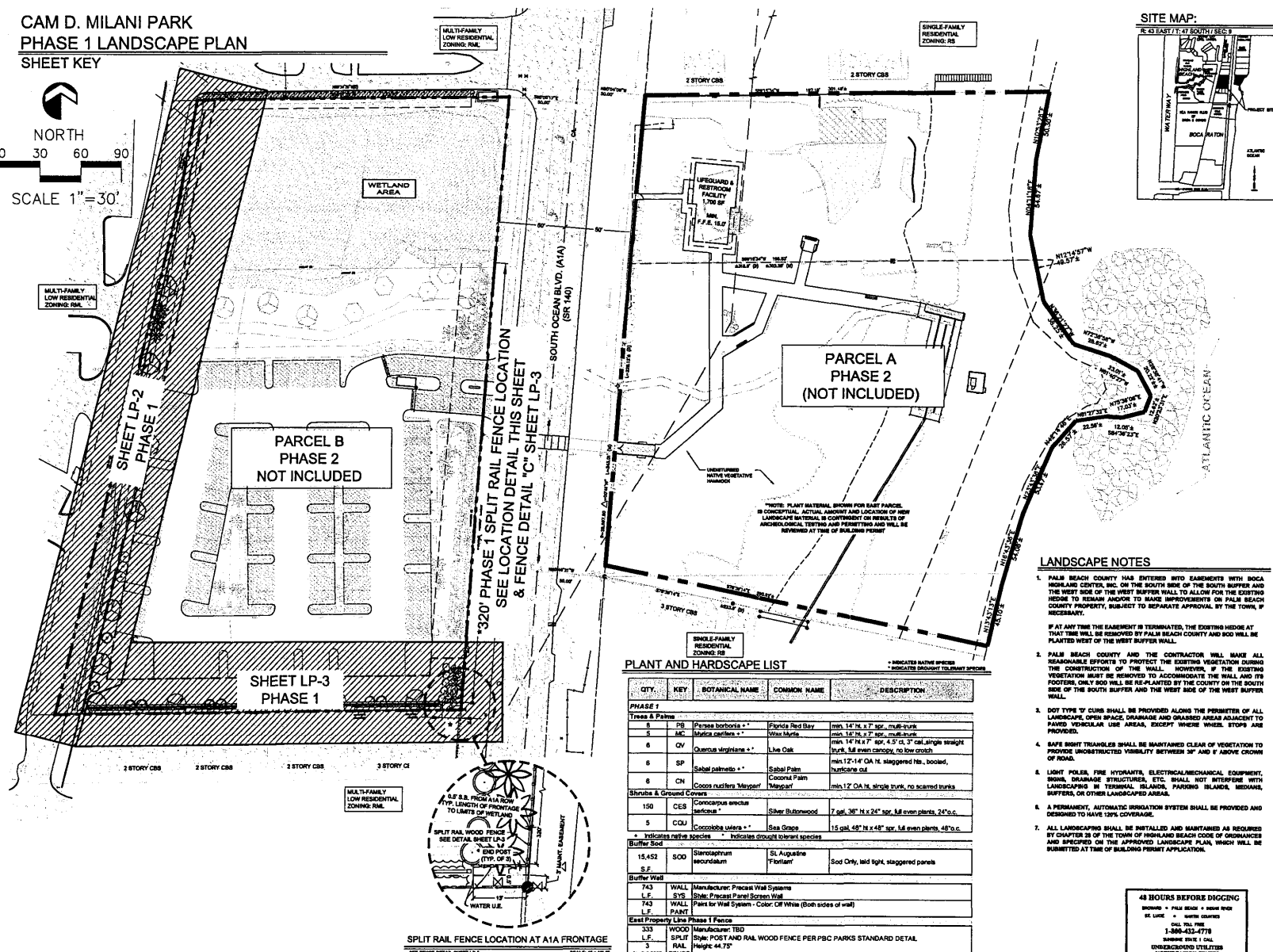
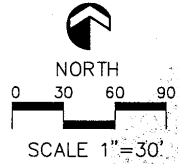
Attachments: Location Map  
Draft Memorandum of Agreement

Cc: Dennis Eshleman, Director, PBC Parks & Recreations  
John Chesher, Director, CID  
Dave Dolan, Project Manager, CID  
Melanie Borkowski, FD&O  
Amy Petrick, Assistant County Attorney  
Lenny Berger, Assistant County Attorney  
Collene Walter, Urban Design Kilday Studios  
File



CAM D. MILANI PARK  
PHASE 1 LANDSCAPE PLAN

SHEET KEY



**urban design kilday STUDIOS**  
Urban Planning & Design  
Landscape Architecture  
Communication Graphics  
The Loft at City Place  
477 S. Rosemary Ave., Suite 225  
West Palm Beach, FL 33401  
P: 561-366-1100  
F: 561-366-1111  
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Date: 10.22.18  
Project No.: 18-042-001 (P1200-00)  
Revision No.: 0.0  
Revision By: B.C.  
Checked By: CMW

Responsible Roles / Drawings:  
120761 - 120761 (Landscape Design) - B.C.  
120762 - 120762 (Site Plan) - B.C.  
120763 - 120763 (Site Plan) - B.C.  
120764 - 120764 (Site Plan) - B.C.  
120765 - 120765 (Site Plan) - B.C.  
120766 - 120766 (Site Plan) - B.C.  
120767 - 120767 (Site Plan) - B.C.

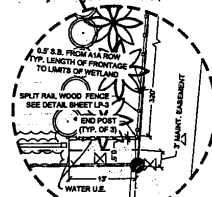
EXHIBIT "C"

320' PHASE 1 SPLIT RAIL FENCE LOCATION  
SEE LOCATION DETAIL THIS SHEET  
& FENCE DETAIL 'C' SHEET LP-3

PARCEL A  
PHASE 2  
(NOT INCLUDED)

PARCEL B  
PHASE 2  
NOT INCLUDED

SHEET LP-3  
PHASE 1



SPLIT RAIL FENCE LOCATION AT A1A FRONTAGE  
SEE FENCE DETAIL SHEET LP-4  
SCALE: 1" = 10'

PLANT AND HARDSCAPE LIST

QTY	KEY	BOTANICAL NAME	COMMON NAME	DESCRIPTION
<b>PHASE 1</b>				
<b>Trees &amp; Palms</b>				
8	DB	Persea borbonica **	Florida Red Bay	min 1 1/2" x 7" spc, multi-trunk
5	MC	Melicope caerulea **	Wax Myrtle	min 1 1/2" x 7" spc, multi-trunk
6	OV	Quercus virginiana **	Live Oak	trunk, full even canopy, no low growth
6	SP	Sabal palmetto **	Sabal Palm	min 12-14' OA H, single trunk, no scarred trunks
8	CH	Cocos nucifera 'Mayport'	Coconut Palm 'Mayport'	min 12' OA H, single trunk, no scarred trunks
<b>Shrubs &amp; Ground Covers</b>				
150	CES	Conocarpus erectus caeruleus *	Silver Buttonwood	7 gal, 36" H x 24" spc, full even plants, 24" o.c.
5	COU	Coccoloba ulera *	Sea Grape	15 gal, 48" H x 48" spc, full even plants, 48" o.c.
* indicates native species ** indicates drought tolerant species				
<b>Buffer Soil</b>				
15,452	SOD	Sternopteron secundatum	St Augustine Florissant	Sod Only, mid light, staggered panels
<b>Buffer Wall</b>				
743	WALL	Manufacturer: Precast Wall Systems		
743	SYS	Style: Precast Panel Screen Wall		
743	WALL	Panel for Wall System - Color: Off White (Both sides of wall)		
743	L.F.	PAINT		
<b>Eval Property Line Phase 1 Fences</b>				
333	WOOD	Manufacturer: TBD		
5	SPLIT	Style: POST AND RAIL WOOD FENCE PER PBC PARKS STANDARD DETAIL		
5	RAIL	Height: 44.75'		
5	FENCE			

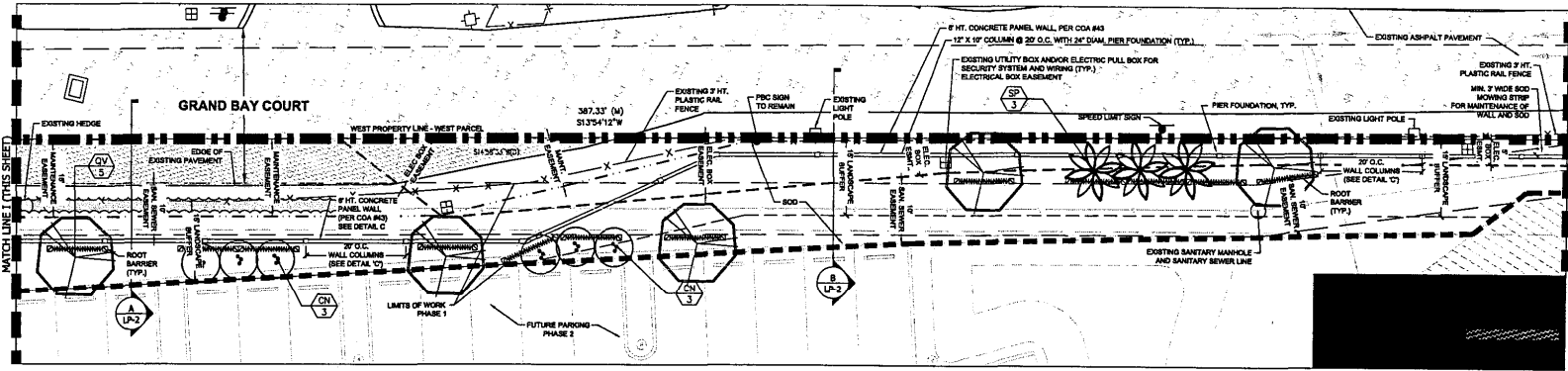
LANDSCAPE NOTES

1. PALM BEACH COUNTY HAS ENTERED INTO AGREEMENTS WITH LOCAL HIGHLAND CENTER, INC. ON THE SOUTH SIDE OF THE SOUTH BUFFER AND THE WEST SIDE OF THE WEST BUFFER WALL TO ALLOW FOR THE EXISTING RESIDE TO REMAIN AND/OR TO MAKE IMPROVEMENTS ON PALM BEACH COUNTY PROPERTY, SUBJECT TO SEPARATE APPROVAL BY THE TOWN, IF NECESSARY.
2. IF AT ANY TIME THE EASEMENT IS TERMINATED, THE EXISTING HEDGE AT THAT TIME WILL BE REMOVED BY PALM BEACH COUNTY AND SOG WILL BE PLANTED WEST OF THE WEST BUFFER WALL.
3. PALM BEACH COUNTY AND THE CONTRACTOR WILL MAKE ALL REASONABLE EFFORTS TO PROTECT THE EXISTING VEGETATION DURING THE CONSTRUCTION OF THE WALL. HOWEVER, IF THE EXISTING VEGETATION MUST BE REMOVED TO ACCOMMODATE THE WALL AND ITS FOOTERS, ONLY SOG WILL BE RE-PLANTED BY THE COUNTY ON THE SOUTH SIDE OF THE SOUTH BUFFER AND THE WEST SIDE OF THE WEST BUFFER WALL.
4. DOT TYPE 'D' CURBS SHALL BE PROVIDED ALONG THE PERIMETER OF ALL LANDSCAPE, OPEN SPACE, DRIVEWAY AND GRASSED AREAS ADJACENT TO PAVED VEHICULAR USE AREAS, EXCEPT WHERE WHEEL STOPS ARE PROVIDED.
5. SAFE BIGHT TRIANGLES SHALL BE MAINTAINED CLEAR OF VEGETATION TO PROVIDE UNOBSTRUCTED VISIBILITY BETWEEN 30' AND 8' ABOVE CROWN OF ROAD.
6. LIGHT POLES, FIRE HYDRANTS, ELECTRICAL/MECHANICAL EQUIPMENT, SIGN, DRAINAGE STRUCTURES, ETC. SHALL NOT INTERFERE WITH LANDSCAPING IN TERMINAL ISLANDS, PARKING ISLANDS, MEDIANS, BUFFERS, OR OTHER LANDSCAPED AREAS.
7. A PERMANENT, AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED AND DESIGNED TO MAINTAIN 10% COVERAGE.
8. ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED AS REQUIRED BY CHAPTER 28 OF THE TOWN OF HIGHLAND BEACH CODE OF ORDINANCES AND SPECIFIED ON THE APPROVED LANDSCAPE PLAN, WHICH WILL BE SUBMITTED AT TIME OF BUILDING PERMIT APPLICATION.

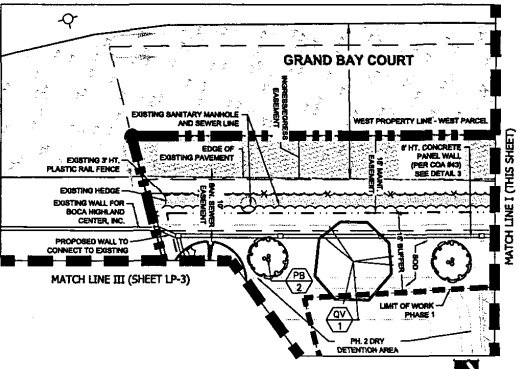
48 HOURS BEFORE DIGGING  
SHOULDER - 1" MAX DEPTH - 6" MAX WIDTH  
OR USE 1" SLOTTED CURB  
CALL TOLL FREE  
1-888-633-4778  
SHOULDER ERVE 1 CALL  
UNDERGROUND UTILITIES  
NOTIFICATION CENTER

**Cam D. Milani Park  
Palm Beach County  
HIGHLAND BEACH, FLORIDA  
Parcel B Landscape Plan - Phase 1**

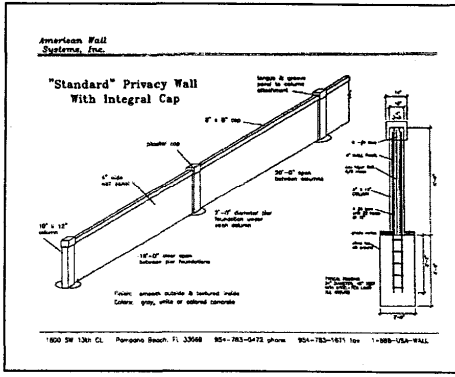
Cover Sheet  
**LP-1**  
of 4



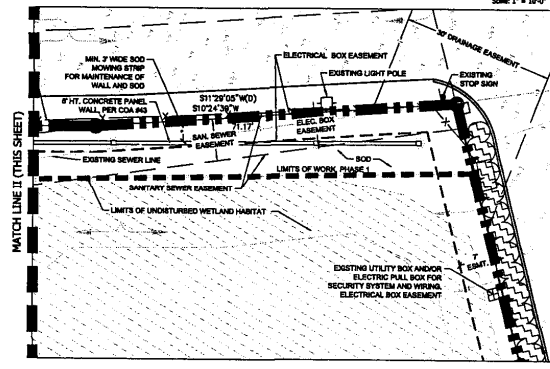
WEST BUFFER - PLAN VIEW DETAIL



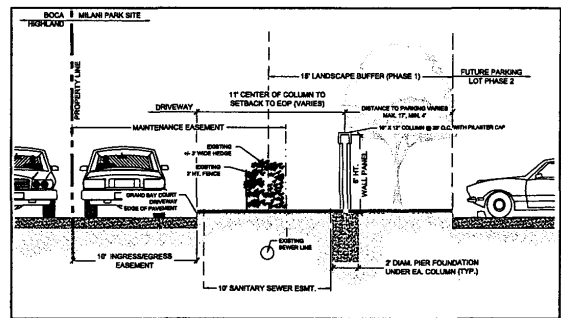
WEST BUFFER - PLAN VIEW DETAIL



C CONCEPTUAL WALL DETAIL  
FINAL WALL SPECIFICATION AND CONSTRUCTION DETAIL TO BE SUBMITTED BY CONTRACTOR. N.T.S.



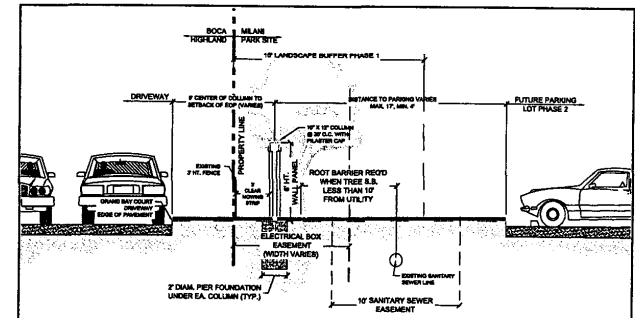
WEST BUFFER - PLAN VIEW DETAIL



A WEST BUFFER CROSS-SECTION (SOUTH PORTION)  
SCALE: 1" = 4'-0"

**WEST BUFFER NOTES:**

- PALM BEACH COUNTY HAS ENTERED INTO EASEMENTS WITH BOCA HIGHLAND CENTER, INC. ON THE WEST SIDE OF THE WEST BUFFER WALL TO ALLOW FOR THE EXISTING HEDGE TO REMAIN AND/OR TO MAKE IMPROVEMENTS ON PALM BEACH COUNTY PROPERTY, SUBJECT TO SEPARATE APPROVAL BY THE TOWN, IF NECESSARY.
- IF AT ANY TIME THE EASEMENT IS TERMINATED, THE EXISTING HEDGE AT THAT TIME WILL BE REMOVED BY PALM BEACH COUNTY AND BOG WILL BE PLANTED WEST OF THE WEST BUFFER WALL.
- PALM BEACH COUNTY AND THE CONTRACTOR WILL MAKE ALL REASONABLE EFFORTS TO PROTECT THE EXISTING VEGETATION DURING THE CONSTRUCTION OF THE WALL. HOWEVER, IF THE EXISTING VEGETATION MUST BE REMOVED TO ACCOMMODATE THE WALL AND ITS FOOTERS, ONLY BOG WILL BE RE-PLANTED BY THE COUNTY ON THE WEST SIDE OF THE WEST BUFFER WALL.



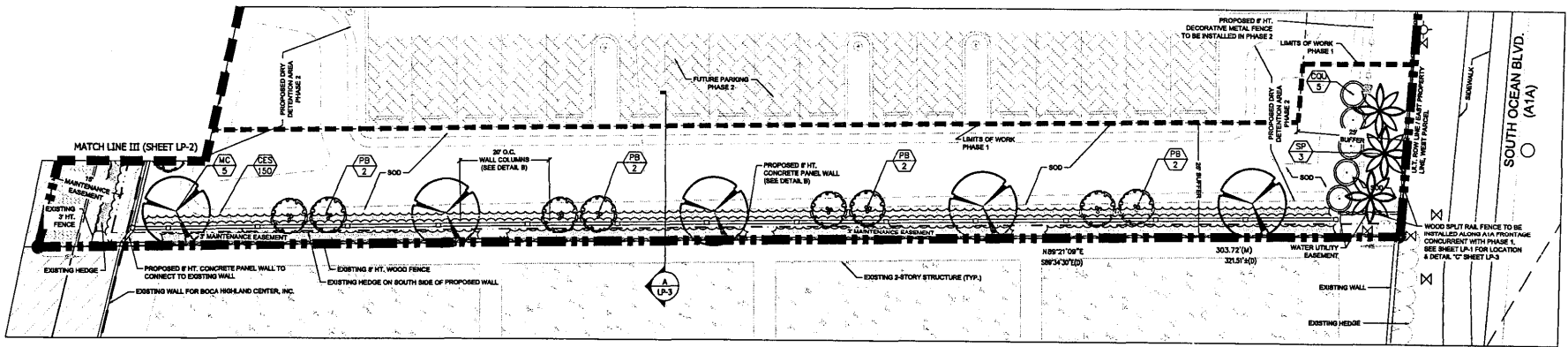
B WEST BUFFER CROSS-SECTION (NORTH PORTION)  
SCALE: 1" = 4'-0"

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Communication Graphics  
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477 S. Rosemary Ave., Suite 225  
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F. 561-368-1111  
www.udastudios.com

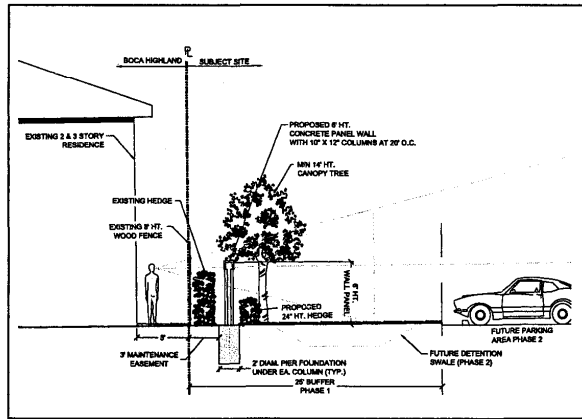
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**Cam D. Milani Park  
Palm Beach County  
HIGHLAND BEACH, FLORIDA  
Parcel B Landscape Plan - Phase 1**

Landscape Plan  
West Buffer  
**LP-2**  
of 4

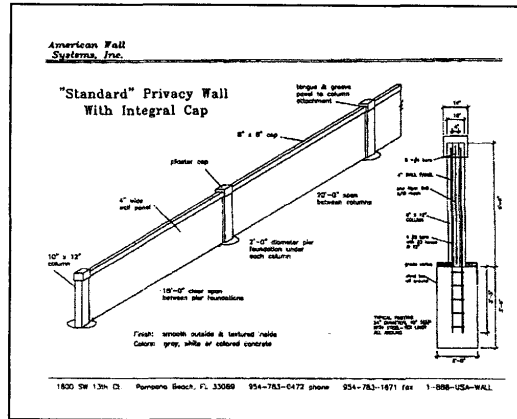


SOUTH BUFFER - PLAN VIEW DETAIL



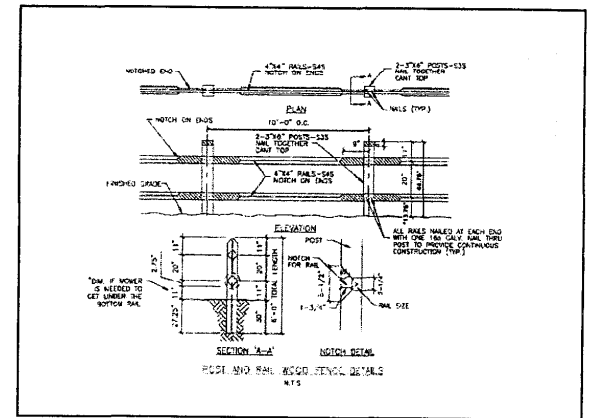
A SOUTH BUFFER CROSS-SECTION

SCALE: 1" = 5'-0"



B CONCEPTUAL WALL DETAIL

FINAL WALL SPECIFICATION AND CONSTRUCTION DETAIL TO BE SUBMITTED BY CONTRACTOR



C SPLIT RAIL FENCE DETAIL (EAST PROPERTY LINE ADJ. TO A1A)

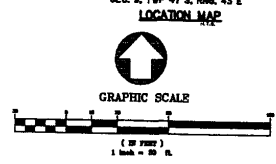
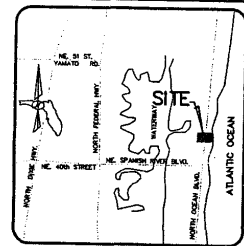
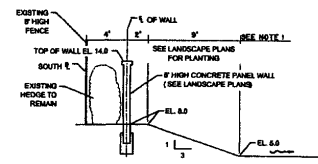
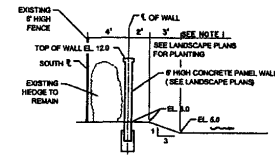
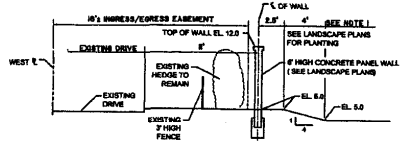
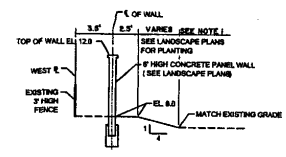
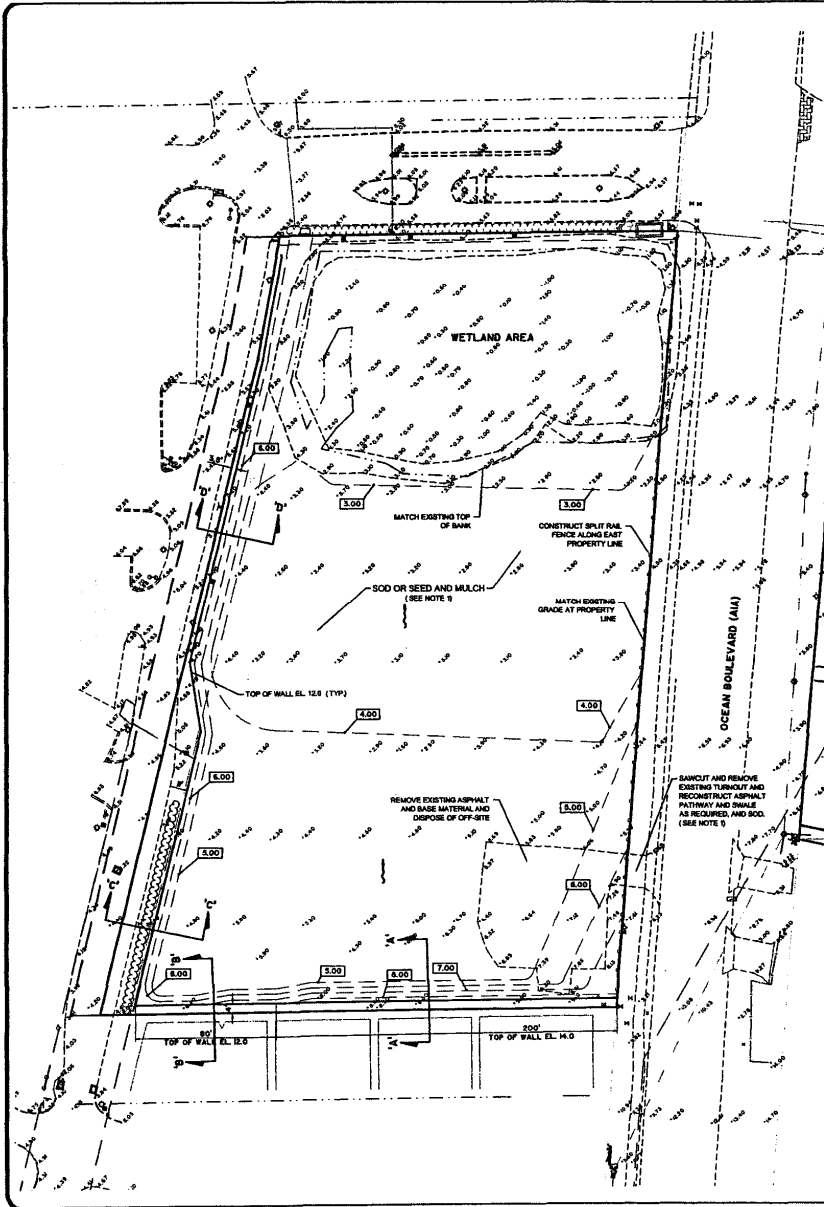
FINAL FENCE SPECIFICATION AND CONSTRUCTION DETAIL TO BE SUBMITTED BY CONTRACTOR REFER TO SHEET LPA-1, SHEET KEY FOR FENCE LOCATION

**SOUTH BUFFER NOTES:**

1. PALM BEACH COUNTY HAS ENTERED INTO EASEMENTS WITH BOCA HIGHLAND CENTER, INC. ON THE SOUTH SIDE OF THE SOUTH BUFFER WALL TO ALLOW FOR THE EXISTING HEDGE TO REMAIN AND/OR TO MAKE IMPROVEMENTS ON PALM BEACH COUNTY PROPERTY, SUBJECT TO SEPARATE APPROVAL BY THE TOWN, IF NECESSARY.  
IF AT ANY TIME, THE EASEMENT IS TERMINATED, THE EXISTING HEDGE AT THAT TIME WILL BE REMOVED BY PALM BEACH COUNTY AND 800 WILL BE PLANTED SOUTH OF THE SOUTH BUFFER WALL.
2. PALM BEACH COUNTY AND THE CONTRACTOR WILL MAKE ALL REASONABLE EFFORTS TO PROTECT THE EXISTING VEGETATION DURING THE CONSTRUCTION OF THE WALL. HOWEVER, IF THE EXISTING VEGETATION MUST BE REMOVED TO ACCOMMODATE THE WALL AND ITS FOOTERS, ONLY 800 WILL BE RE-PLANTED BY THE COUNTY ON THE SOUTH SIDE OF THE SOUTH BUFFER WALL.

<b>urban design kilday STUDIOS</b> Urban Planning & Design Landscape Architecture Communication Graphics	The Loft at City Place 477 S. Rosemary Ave., Suite 215 West Palm Beach, FL 33401 P: 561-208-1100 F: 561-208-1111 www.urbandesign.com	Date: 10.20.09 Project No.: 00-100-000-0000-0000 Designed By: M.L. Drawn By: M.L. Checked By: DMW	<b>Cam D. Milani Park</b> <b>Palm Beach County</b> HIGHLAND BEACH, FLORIDA Parcel B Landscape Plan - Phase 1	Landscape Plan South Buffer  <b>LP-3</b> of 4
	Copyright: All titles, designs, arrangements, and plans represented by this drawing are owned by and the property of the designer, and will remain the sole property of the designer. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written consent of the designer.	Approved/Issued/Contract/Date: M.L. 10/20/09 10/20/09 10/20/09 10/20/09 10/20/09 10/20/09 10/20/09 10/20/09 10/20/09 10/20/09 10/20/09 10/20/09 10/20/09		





- LEGEND
- EXISTING ELEVATION
  - PROPOSED ELEVATION
  - SLOPE DIRECTION

NOTE:  
1. ALL AREAS OUTSIDE OF THE LANDSCAPE BUFFERS AND WETLAND AREAS ARE TO BE STABILIZED BY INSTALLATION OF BANNA SOD OR SEED AND MULCH IN ACCORDANCE WITH F.A.O.T. SECTIONS 575 AND 586.

48 HOURS BEFORE DIGGING  
BROWARD - PALM BEACH - BREVARD  
COUNTY - FLORIDA  
CALL TOLL FREE  
1-800-432-4770  
BROWARD STATE ONE CALL  
OF FLORIDA, INC.

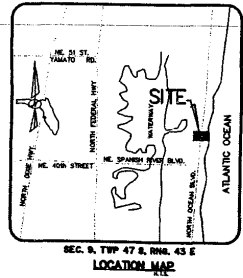
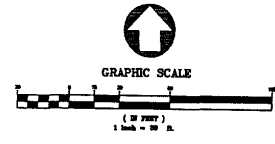
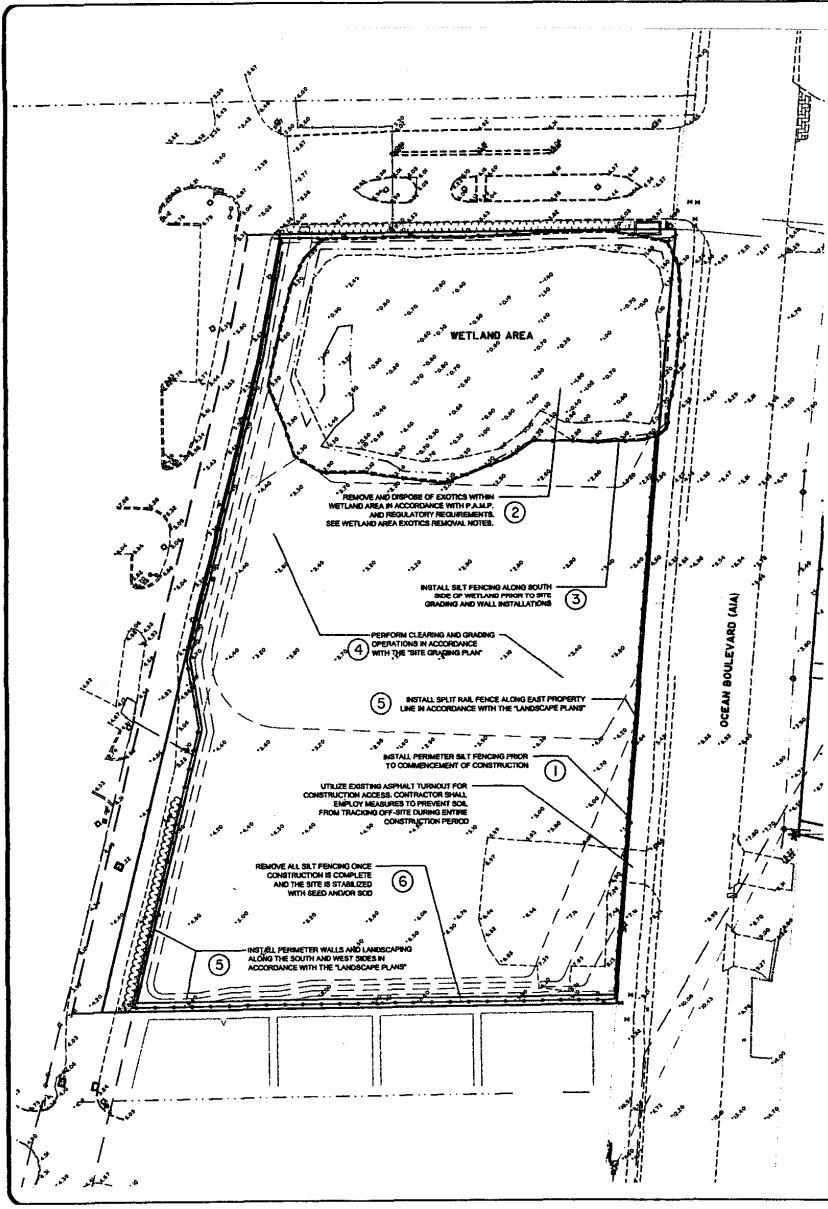


**MICHAEL B. SCHORAH & ASSOCIATES, INC.**  
 1000 N.W. 13th Ave., Suite 100  
 Fort Lauderdale, FL 33311  
 PHONE: (954) 444-9778  
 FAX: (954) 444-9779  
 1000 FOREST HILL BLVD., SUITE 100  
 WEST PALM BEACH, FLORIDA 33411

PROJECT: **CAM D. MILANI PARK**  
 DESCRIPTION: **SITE GRADING PLAN**

DATE: 11/11/11	SCALE: 1" = 30'
DRAWN BY: M.A.A.	REVISIONS:
CHECKED BY: M.A.A.	DATE: 11/11/11
APPROVED BY: M.A.A.	DATE: 11/11/11

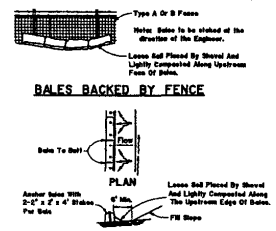
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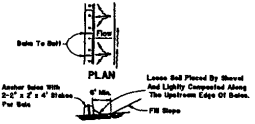
- NOTES:**
- NO RUNOFF SHALL BE ALLOWED TOWARDS WETLAND PRESERVE OR TOWARDS ANY OFFSITE AREA UNLESS SPECIFICALLY NOTIFIED ON PERMIT DRAWINGS.
  - PRIOR TO PLACEMENT OF FILL, THE SITE SHALL BE CLEARED, BRUSHED AND INSPECTED.
  - ALL EXISTING NATIVE TREES SHALL REMAIN IN PRESERVE BUFFER AND WETLAND AREAS. CONTRACTOR SHALL TAKE NECESSARY STEPS TO PROTECT THOSE AREAS.
  - THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION BARRIERS PRIOR TO AND DURING CONSTRUCTION TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS FOR OFFSITE DISCHARGES. THESE BARRIERS SHALL REMAIN IN PLACE UNTIL VEGETATION HAS BEEN ESTABLISHED. REFERENCE FLORIDA DEP. OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX FOR TYPICAL INSTALLATION DETAILS.
  - THE CONTRACTOR SHALL PROVIDE WATER TRUCKS/ BATTERIES AS NECESSARY TO ABRIDGE AIRBORNE PARTICULATE (DUST) DURING CONSTRUCTION.
  - THE CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE STORM WATER POLLUTION PREVENTION PLAN REQUIRED BY THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM BEFORE PERMIT. CONTRACTOR'S RESPONSIBILITIES SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:
    - ASSIGN QUALIFIED PERSONNEL TO MONITOR SYSTEMS
    - EROSION AND SEDIMENT CONTROLS
    - MAINTENANCE AND INSPECTION
    - BOOK HOUSINGKEEPERS
    - WELL CONTROL
    - WEEKLY REPORTS AND REPORTS WITHIN 24 HOURS AFTER EVERY RAINFALL EVENT GREATER THAN 0.2"
    - RETENTION OF RECORDS FOR THREE (3) YEARS AFTER COMPLETION OF FINAL SITE STABILIZATION



- WETLAND AREA EXOTICS REMOVAL NOTES:**
- REMOVAL OF EXOTICS AND VEGETATIVE DEBRIS TO BE DONE BY HAND. NO HEAVY EQUIPMENT SHALL BE USED FOR CLEAN UP OR ALLOWED IN THE WETLAND.
  - NO DRAGGING OF FALLEN TREES FROM THE WETLAND AREA.
  - ALL VEGETATIVE DEBRIS SHALL BE TRANSPORTED AND DISPOSED OF IN AN UPLAND WASTE FACILITY.
  - EXOTIC TREES SHALL ONLY BE CUT AND SHALL NOT BE SUP-ROOTED. CHEMICAL TREATMENT WITH HERBICIDES SHALL BE UNDER THE SUPERVISION OF A LICENSED AQUATIC HERBICIDE APPLICATOR.
  - EXISTING MANHOLES AND NATIVE VEGETATION SHALL NOT BE TRIMMED, DEPULATED, DESTROYED, OR ALTERED.

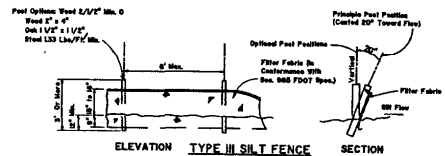


**BALES BACKED BY FENCE**



**ELEVATION**  
 TO BE USED AT SELECTED SITES WHERE THE NATURAL SLOPE ALIGNS TOWARD THE TOE OF SLOPE

**BARRIERS FOR FILL SLOPES**



**TYPICAL INSTALLATION FOR BALED HAY OR STRAW BARRIERS AND SILT FENCES**  
 REFERENCE D.O.T. INDEX

48 HOURS BEFORE DIGGING  
 BROWARD - PALM BEACH - WINDY RIVER - ST. LUCIE - HARTY COUNTIES  
 CALL TOLL FREE  
 1-800-432-4770  
 WHERE STATE ONE CALL OF FLORIDA, INC.

**MICHAEL R. SCHORAH & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS & PLANNERS  
 1500 ROBERT HILL BLVD., WEST PALM BEACH, FLORIDA 33408  
 TEL: (561) 841-9970

**PROJECT:** CAM D. MILANI PARK  
**DESCRIPTION:** EROSION CONTROL PLAN

**SCALE:** 1" = 30'  
**REVISIONS:**  
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**SHEET NO.:** I  
**OF 1 E**



**Facilities Development &  
Operations Department**

2633 Vista Parkway  
West Palm Beach, FL 33411

Telephone - (561) 233-0200  
Facsimile - (561) 233-0206  
www.pbcgov.com/fdo



**Palm Beach County  
Board of County  
Commissioners**

Burt Aaronson, Chair

Karen T. Marcus, Vice Chair

Jeff Koons

Shelley Vana

Steven L. Abrams

Jess R. Santamaria

Priscilla A. Taylor

**County Administrator**

Robert Weisman, P.E.

May 25, 2010

Via Overnight Delivery

Dale Sugerman, Town Manager  
Town of Highland Beach  
3614 South Ocean Boulevard  
Highland Beach, FL 33487

**RE: Cam D. Milani Park Settlement Agreement  
PBC Project No. 00209**

Dear Mr. Sugerman,

Attached please find four original Settlement Agreements that were approved by the Board of County Commissioners on May 18, 2010 sitting in regular session.

The County looks forward to the Town's consideration of the Settlement Agreement and amended development order at its Town Commission meeting scheduled for Tuesday June 1<sup>st</sup>. The County will have representatives at the meeting and be prepared to answer any questions on the Settlement Agreement, amended development order and/or Boca Highland easements.

When the Settlement Agreement has been approved by the Town Commission and executed by the Mayor, please return three fully executed original agreements to my office at the address located on this stationary so that we can have them entered into the County's official records through the Clerk and Comptroller's Office.

Sincerely,

Audrey Wolf, Director  
Facilities Development & Operations

enclosure:

Original and Partially Executed Settlement Agreements

C: Dennis Eshleman, Director, Parks and Recreation Department  
Ross Hering, Director PREM  
John Chesher, Director, CID  
David Dolan, Project Manager CID  
Melanie Borkowski, Regulatory Specialist  
Amy Petrick, Assistant County Attorney

"An Equal Opportunity  
Affirmative Action Employer"



# Town of Highland Beach

3614 SOUTH OCEAN BOULEVARD • HIGHLAND BEACH, FLORIDA 33487

Palm Beach County, Florida

561-278-4548  
FAX 561-265-3582

Mayor:  
Jim Newill, CPA  
Vice Mayor:  
Miriam S. Zwick  
Commissioners:  
Doris M. Trinley  
John J. Sorrelli  
John J. Pagliaro  
Town Manager:  
Dale S. Sugerman, Ph. D.

June 2, 2010

Ms. Audrey Wolf, Director  
Palm Beach County  
Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411

RE: Cam D. Milani Park

Dear Ms. Wolf:

Enclosed you will find three fully executed Settlement Agreements between the Town of Highland Beach and Palm Beach County related to the two lawsuits brought by the County against the Town over the Development Order granted by the Town Commission for the above referenced project. Mayor Jim Newill has signed the copies of the Agreement based upon a unanimous vote of the Town Commission at their regular meeting of June 1, 2010.

My assumption at this point is that the County will now undertake three specific activities related to the Settlement Agreement. First, the County will dismiss the pending action before the Circuit Court (Case No. 50 2009 CA 024429 XXXX MB AG). Second, you will work with the County Attorney's office to repair the five glitches in the Settlement Agreement which we identified at the June 1<sup>st</sup> Town Commission meeting. Third, the County will undertake the maintenance of the property and the installation of the perimeter wall and landscaping as identified in paragraph 8 of the Agreement.

Thank you for your cooperation in bringing us to this point of the project.

Very truly yours,

TOWN OF HIGHLAND BEACH

Dale S. Sugerman, Ph.D.  
Town Manager

cc: Honorable Mayor and Members of the Town Commission, w/o attachments  
Beverly Brown, Town Clerk, with original fully executed document  
Tom Sliney, Town Attorney, w/o attachments



**RESOLUTION NO. 09-004 R**

**A RESOLUTION OF THE TOWN OF HIGHLAND BEACH, FLORIDA,  
CONCERNING THE SPECIAL EXCEPTION APPLICATION OF PALM  
BEACH COUNTY FOR DEVELOPMENT OF MILANI PARK**

**WHEREAS**, Palm Beach County has submitted an application for Special Exception use for the proposed Milani Park under the Town's Special Exception procedure identified in Section 30-36 of the Town Code; and,

**WHEREAS**, the Town Planning Board held several public hearings as required by Section 30-36; and, on June 19, 2008 submitted its advisory recommendation for the Special Exception application with conditions of approval to the Town Commission; and,

**WHEREAS**, the Town Commission has held a number of public hearings on the County application for Special Exception; and,

**WHEREAS**, the Town Commission has considered the Special Exception Use Application for the property legally described in the attached Exhibit A, which is incorporated herein, (the subject property),

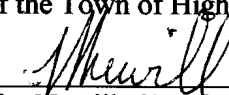
**NOW THEREFORE BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA**

**Section 1: Findings:**

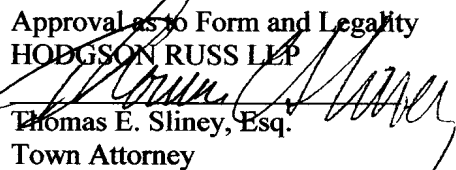
1. The Town Commission is empowered to grant special exceptions.
2. The application is consistent with applicable comprehensive plan and zoning code requirements.

**Section 2:** In furtherance of the foregoing findings the Town approves the aforesaid Special Exception use subject to the 43 Conditions of Approval attached to this Resolution.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this 27th day of April, 2009.

  
\_\_\_\_\_  
Jim Newill, CPA  
Mayor

ATTEST:  
  
\_\_\_\_\_  
Beverly M. Brown, MMC  
Town Clerk

Approval as to Form and Legality  
HODGSON RUSS LLP  
  
\_\_\_\_\_  
Thomas E. Sliney, Esq.  
Town Attorney

## **EXHIBIT A**

### **PARCEL "A"**

That part of the South 122.265 feet of the North 244.52 feet of the South 867.0 feet of the North Half of Government Lot 1, Section 9, Township 47 South, range 43 East, lying between the Atlantic Ocean and the right-of-way of State Road 140 (A-1-A), Highland Beach, Palm Beach County, Florida.

A parcel of land in the South 622.48 feet of the North Half of Government Lot 1, in Section 9, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the intersection of the East right-of-way line of State Road A-1-A with a line parallel with and 394.97 feet Northerly from (measured at right angles to), the South line of the North Half of said Government Lot 1; said point of intersection being the Point of Beginning and the Southwest corner of the herein described parcel of land; said Point of Beginning also being the arc of a curve concave to the East and having a radius of 28,597.90 feet; thence Easterly, making an angle of deflection to the South, from said parallel line, of 12°08', a distance of 233.8 feet more or less to the mean high water line of the Atlantic Ocean; thence Northerly along the mean high water line of the Atlantic Ocean a distance of 298.00 feet more or less to an intersection with the North line of the said South 622.48 feet of the North Half of Government Lot 1, thence Westerly along said North Line of the South 622.48 feet a distance of 315.9 feet, more or less, to an intersection with the Easterly right-of-way line of State Road A-1-A, said point of intersection being in the arc of a curve concave to the East and having a radius of 28,597.90 feet; thence Southerly along said East right-of-way line and along the arc of said curve, a distance of 228.12 feet more or less to the Point of Beginning.

### **PARCEL "B"**

A parcel of land in the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, Palm Beach County, Florida.

Beginning at the intersection of the West right-of-way line of State Road A-1-A and a line parallel with and 300 feet northerly from (measured at right angles to) the South line of the North half of said Government Lot 1, said point of intersection being the Point of Beginning and southeast corner of the herein described parcel of land, said Point of Beginning also being in the arc of a curve concave to the East and having a radius of 28,697.90 feet; thence, northerly, along the West right-of-way line of State Road A-1-A and along the arc of said curve, a distance of 446.53 feet to the North line of the South 122.265 feet of the North 244.52 feet of the South 867.00 feet of the North 1/2 of Government Lot 1, thence North 89°34'30" West 232.55 feet; thence, South 11°29'05" West 71.17 feet; thence, South 14°58'33" West 387.33 feet to a point in a line parallel with and 300.00 feet northerly from (measured at right angles to) the South line of the North half of said Government Lot 1; thence, South 89°34'30" East 303.72 to the Point of Beginning.

Containing 2.712 Acres, more or less

**TOWN OF HIGHLAND BEACH  
CONDITIONS FOR APPROVAL**

1.) 

<i>Accept</i> <input checked="" type="checkbox"/>	The conditions of approval for development of Milani Park (hereinafter the "Subject Property") herein shall apply to Palm Beach County (the County), its successors and assigns.
<i>Reject</i> <input type="checkbox"/>	
<i>Modify</i> <input type="checkbox"/>	

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2.) 

<i>Accept</i> <input checked="" type="checkbox"/>	The County shall comply with Section 30-12 of the Town Code, entitled "Payment for Outside experts by reimbursing the Town for all costs the Town has incurred to date from its hiring of experts, no later than thirty (30) days after receipt of the invoice and supporting documentation, and subject to any resolution regarding the reasonableness of fees. Any additional costs shall be paid by the County prior to issuance of the first building permit authorizing development of the Subject Property.
<i>Reject</i> <input type="checkbox"/>	
<i>Modify</i> <input type="checkbox"/>	

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3.) 

<i>Accept</i> <input checked="" type="checkbox"/>	Following the approval of the Special Exception Resolution and in advance of submitting for any building permit the County shall submit a consolidated package which shall include a Final Site Plan, engineering construction plans, architectural plans (floor plans and elevations), and other documents, drawings, and permits received from outside agencies that are required by the conditions contained in the granting Resolution and are necessary to initiate clearing and construction on the Subject Property. This consolidated package shall also include that documentation which is necessary to demonstrate the County's compliance with all of the conditions of approval contained in the Resolution. These plans and documents shall be collectively referred to hereinafter as "the Compliance Package". The Compliance Package shall be subject to the Town's review to confirm compliance with the conditions and other permitting requirements.
<i>Reject</i> <input type="checkbox"/>	
<i>Modify</i> <input type="checkbox"/>	

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**TOWN OF HIGHLAND BEACH  
CONDITIONS FOR APPROVAL**

4.)	Accept <input checked="" type="checkbox"/>  Reject <input type="checkbox"/>	<p>As part of the Compliance Package and prior to the issuance of any building permits, the County shall submit a revised Park Management Plan for the subject property which shall be subject to the Town's review to confirm compliance with the subsections contained within this condition. The revised Park Management Plan shall:</p> <ul style="list-style-type: none"><li>a. set forth the County's intended delivery of public safety services to the subject property including lifeguards, park rangers and gatehouse attendants;</li><li>b. require the County to retain one or more registered professional archeologists (hereinafter "the archeologists") as also identified in Condition #6 herein to address the planning, construction and maintenance measures to protect the archaeological resources on the East Parcel (Parcel "A"). These measures shall be incorporated into the revised Park Management Plan. The Archeologists shall be on the Subject Property at all times during clearing and construction of the East Parcel (Parcel "A") for the park and its improvements to monitor and inspect the activities of the County's contractors, employees and consultants;</li><li>c. indicate how the County proposes to continually restore and maintain a functioning foredune;</li><li>d. indicate that signage will be installed at the base of the dune stating that beach goers are to keep off the vegetated dune area, not disturb the vegetation and that recreational beach activity shall be monitored within an area which is 10 feet from the leading edge of the foredune to minimize degradation;</li><li>e. identify how endangered, threatened or species of special concern (in particular the Green Herons and Sea Turtles which were observed on the Site) will be protected before and after development of the Subject Property;</li><li>f. set forth the County's plan for protecting sea turtle nests from recreational beach users;</li><li>g. document how Palm Beach County shall comply with the Park Management Plan included in the reviewing agencies' permit(s) for monitoring and maintenance of the Mangrove Swamp on the West Parcel (Parcel "B");</li></ul>
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**TOWN OF HIGHLAND BEACH  
CONDITIONS FOR APPROVAL**

	<p>h. indicate how all exotic vegetation will initially be removed, and thereafter how the subject property will be monitored and maintained to protect its environmental integrity;</p> <p>i. document the plans for the collection and disposal of trash and debris from the beach recreation area. Waste collection shall occur a minimum of three times per week;</p> <p>j. set forth how maintenance of the subject property will be done, including but not limited to the parking lot, a guard in the guard house, cleaning of the restrooms, and cleaning the beach. Maintenance shall be performed by Palm Beach County; and</p> <p>k. include an on-going training program for park staff for archaeological sensitivity for the Site.</p>
--	--

Modify

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5.)

<p>Accept <input checked="" type="checkbox"/></p> <p>Reject <input type="checkbox"/></p>	<p>As part of the Compliance Package, the County shall submit a drawing indicating the type of demarcation fencing or railing (which may include notices or signs attached thereto identifying adjacent private property) which it proposes to install on the beach to create delineation between public and privately owned properties along the northern and southern property lines to the mean high water line for the East Parcel (Parcel "A"). The placement of the demarcation fencing or railing shall be subject to the County obtaining permits from the appropriate regulatory authorities.</p>
--	--

Modify

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**TOWN OF HIGHLAND BEACH  
CONDITIONS FOR APPROVAL**

6.) 

Accept <input checked="" type="checkbox"/> Reject <input type="checkbox"/>	The County shall retain one or more Registered Professional Archaeologists (hereinafter "the Archaeologists"), agreeable to the County and the Town, who will work toward the development of the Park Management Plan to address the planning, construction and maintenance measures to protect the archaeological resources on the Subject Property. These measures shall be incorporated into the Park Management Plan for the subject property as required in #4b, above. The Archaeologists shall be on the Archaeological Site (the East Parcel -Parcel "A") at all times during clearing and construction to monitor and inspect the activities of the County's contractors, employees and consultants.
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Modify  \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7.) 

Accept <input checked="" type="checkbox"/> Reject <input type="checkbox"/>	Prior to the issuance of any clearing, excavation or other permits necessary to fill the East Parcel (Parcel "A") of the subject property the Archaeologists shall be consulted in regard to planning and monitoring all removal of vegetation, structures and features. Native vegetation shall be left in place so as to avoid any disturbance to the midden.
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Modify  \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8.) 

Accept <input checked="" type="checkbox"/> Reject <input type="checkbox"/>	The County shall use materials devoid of cultural resources and contaminants (hereinafter "the Fill") and shall place same over any area to be developed, including but not limited to, areas where boardwalks and pedestrian walkways, kiosks, restrooms and/or lifeguard buildings are located. The Fill shall be in sufficient quantities to bury and preserve archaeological resources. The placement of the Fill shall be done at the direction of the Archaeologists.
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Modify  \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**TOWN OF HIGHLAND BEACH  
CONDITIONS FOR APPROVAL**

9.) 

Accept <input checked="" type="checkbox"/>	The Site shall be interpreted. The Archaeologists shall consult with the State Historic Preservation Officer (SHPO), and offer the opportunity to comment to the Miccosukee and Seminole Tribes, to develop text, concepts, and recommendations for interpretative signage which shall be located on the eastern parcel. The signage shall, focus on (1) the Jeaga, Ais, Tequesta, Miccosukee, Creeks and Seminole Tribes; (2) Spanish, British and other European and Japanese Yamato Colony's presence in Palm Beach County or whatever is deemed most appropriate by the SHPO and Tribes.
Reject <input type="checkbox"/>	

Modify  \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10.) 

Accept <input checked="" type="checkbox"/>	Within one (1) year of the adoption of the Resolution, the County shall apply for National Register of Historic Places (NRHP) designation of the Site. Immediately upon receipt of the NRHP determination the County shall provide evidence of its receipt of the determination to the Town. If the Site is nominated, Palm Beach County will agree to accept the nomination.
Reject <input type="checkbox"/>	

Modify  \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11.) 

Accept <input type="checkbox"/>	No clearing (except for hand removal of exotic vegetation) or <del>ground</del> disturbance shall occur on the East Parcel (Parcel "A").
Reject <input type="checkbox"/>	

Modify  \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF HIGHLAND BEACH  
CONDITIONS FOR APPROVAL**

12.)	<i>Accept</i> <input checked="" type="checkbox"/> <i>Reject</i> <input type="checkbox"/>	<p>Prior to the issuance of any building permit, those structural features which remain on the East Parcel (Parcel "A") from the former Weir homestead, and that are determined by the Town Building Official to be structurally unstable or unsafe, shall be removed from the East Parcel (Parcel "A") unless, in the opinion of the Town Building Official and the Archaeologists, their removal would destabilize the archeological site, expose artifacts, promote erosion, disturb human remains, or otherwise be adverse to the preservation of the archeological site. Unstable or unsafe structural features shall be tested if required to determine their integrity, and their removal monitored by the Archaeologists. In the event that a structural feature is determined by the Town Building Official to be structurally unstable or unsafe, and removal would destabilize the archeological site, the County shall not remove the structural feature, but shall secure the structural feature to the satisfaction of the Building Official.</p>
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*Modify*  \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13.)	<i>Accept</i> <input checked="" type="checkbox"/> <i>Reject</i> <input type="checkbox"/>	<p>Prior to the issuance of any building permit the Archaeologists identified in condition #6 shall undertake a Cultural Resource Assessment Survey (CRAS) (also known as a Phase I Survey) to recover information present at the Archeological Site so as to expand the understanding of the Site's significance to Florida's past, its first inhabitants, and explorers, as well as its early European and Japanese settlers, as well as to reduce the need for more extensive monitoring and to reduce future costs. The County shall submit the assessment to the Town as part of the Compliance Package.</p>
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*Modify*  \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**TOWN OF HIGHLAND BEACH  
CONDITIONS FOR APPROVAL**

14.) *Accept*  *Reject*  The County shall enter into a Memorandum of Agreement with the SHPO, the Miccosukee, the Seminole Tribe of Florida, the Seminole Nation of Oklahoma, and the Town of Highland Beach regarding what steps will be taken to protect the Subject Property during its development. The Memorandum of Agreement shall generally be in the form of and include the content of the attached Exhibit "A".

*Modify*

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15.) *Accept*  *Reject*  As part of the Compliance Package, the County shall submit its engineering and construction plans and drawings showing that the restroom and lifeguard building will be located entirely within the "footprint" of the remnants of the swimming pool and any existing concrete deck poured over existing footers. In the event the restroom/lifeguard building cannot be located entirely within the footprint of the swimming pool and deck, Palm Beach County may alter the footprint of the building upon proof to the Town in consultation with the SHPO that any encroachment of the proposed building will not displace or disturb archaeological resources or human remains. If in the opinion of the Town in consultation with the SHPO this can not be accomplished, the County shall relocate this structure to the West Parcel (Parcel "B").

*Modify*

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16.) *Accept*  *Reject*  As a result of the Cultural Resource Assessment Survey (CRAS) identified in condition # 13 above, and as part of the Compliance Package and prior to the issuance of any building permits, the County shall identify the routes of any and all utility lines, sidewalks, walkways, boardwalks and/or facilities that may impact any archaeological deposits or human remains. Once the routes have been determined and permits applied for and obtained, the routes shall be excavated by hand.

*Modify*

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**TOWN OF HIGHLAND BEACH**  
**CONDITIONS FOR APPROVAL**

17.) 

<i>Accept</i>	<input checked="" type="checkbox"/>	The stormwater system shall be designed such that there is no impact to facilities in a 5 year 24 hour storm event.
<i>Reject</i>	<input type="checkbox"/>	
<i>Modify</i>		

*Modify*

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18.) 

<i>Accept</i>	<input checked="" type="checkbox"/>	As part of the Compliance Package the County shall submit copies of all applications submitted and permits received from DEP/ACOE regarding the development of the subject property.
<i>Reject</i>	<input type="checkbox"/>	
<i>Modify</i>		

*Modify*

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19.) 

<i>Accept</i>	<input checked="" type="checkbox"/>	As part of the Compliance Package, the Landscape Plans shall provide for plantings within the 25' wetland buffer between the paved parking area and the Mangrove Swamp on the West Parcel (Parcel "B"). The landscaping shall be subject to the Town's review and approval for plant material selection that is consistent with wetland species and character.
<i>Reject</i>	<input type="checkbox"/>	
<i>Modify</i>		

*Modify*

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20.) 

<i>Accept</i>	<input checked="" type="checkbox"/>	Within ninety (90) days of the adoption date of the Resolution approving the Special Exception use, the County shall prepare a perimeter landscaping plan for the western and southern perimeters of the West Parcel (Parcel "B") consistent with the conceptual landscape plans submitted as part of the Special Exception application. The perimeter landscaping plan, once approved by the Town, shall be installed within an additional 90 days.
<i>Reject</i>	<input type="checkbox"/>	
<i>Modify</i>		

*Modify*

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**TOWN OF HIGHLAND BEACH  
CONDITIONS FOR APPROVAL**

21.)

<p><i>Accept</i> <input checked="" type="checkbox"/></p> <p><i>Reject</i> <input type="checkbox"/></p>	<p>The County shall provide for the following improvements at the entrance to the parking lot, west of AIA on the subject property :</p> <p>a. Re-stripe AIA to provide a left hand turn lane south approach at the entrance to the parking lot.</p> <p>b. A minimum four car stacking distance to the payment window at the guard house.</p> <p>The County shall not prevent access to the residential properties east of AIA, south of the subject property, by extending the northbound left hand turn lane into the park's parking lot, such that vehicles traveling south on AIA will not be able to legally enter the driveway of these two residential properties. The County shall notify these two property owners of the restriping of AIA and the proposed left hand turn lane south of the entrance to the parking lot. These property owners shall be provided notice of any FDOT meetings or applications regarding the park's turn lane or any effect to their current ingress/egress at their properties.</p>
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*Modify*

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22.)

<p><i>Accept</i> <input checked="" type="checkbox"/></p> <p><i>Reject</i> <input type="checkbox"/></p>	<p>As part of the Compliance Package and prior to the issuance of any building permits, the County shall submit a certified copy of the permit for the subject property from the United States Army Corp of Engineers (ACOE) and/or the Florida Department of Environmental Protection (FDEP). The ACOE permit shall include an updated Jurisdictional Wetland Determination.</p>
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*Modify*

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**TOWN OF HIGHLAND BEACH  
CONDITIONS FOR APPROVAL**

23.) *Accept*  *Reject*  As part of the Compliance Package, the County shall provide the Town with a Phase 1 Environmental Assessment for the West Parcel (Parcel "B"). If the Phase 1 Assessment indicates possible contamination, a Phase 2 Environmental Assessment that addresses soil and/or groundwater quality beneath the parcel will be provided. The documentation shall be subject to the review of the Town for compliance with conditions in the granting Resolution. If it is determined that there are contaminants that need to be remediated, the affected soil or groundwater shall be managed in accordance with the recommendations of the Phase 2 Environmental Assessment and the applicable regulatory requirements.

*Modify*

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24.) *Accept*  *Reject*  Within ninety (90) days of the adoption date of the Resolution, the County shall submit an application to the reviewing agencies requesting to remove all exotic vegetation within the Mangrove Swamp on the West Parcel (Parcel "B"). The environmental quality of this area shall be enhanced by replanting the area to comply with the restoration plan approved by the reviewing agencies as part of the permit.

*Modify*

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25.) *Accept*  *Reject*  As part of the Compliance Package and prior to the issuance of any building permits, the County shall submit a Conservation Easement in favor of the Town for the area encompassing the Mangrove Swamp. The form of the easement shall be subject to the review and approval of the Town Attorney. Once approved, the County shall record the Conservation Easement and provide the Town with a certified copy of same with the recording information thereon.

*Modify*

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**TOWN OF HIGHLAND BEACH  
CONDITIONS FOR APPROVAL**

26.) 

<i>Accept</i> <input checked="" type="checkbox"/>	The County shall comply with the Town's Sea Turtle Protection Ordinance.
<i>Reject</i> <input type="checkbox"/>	
<i>Modify</i> <input type="checkbox"/>	

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27.) 

<i>Accept</i> <input checked="" type="checkbox"/>	Beach cleaning by mechanical means shall be limited during sea turtle nesting season in accordance with Chapter 161, Florida Statutes.
<i>Reject</i> <input type="checkbox"/>	
<i>Modify</i> <input type="checkbox"/>	

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28.) 

<i>Accept</i> <input checked="" type="checkbox"/>	All exotic vegetation to be removed from the East Parcel (Parcel "A") shall be hand cleared. Replanting will occur only in those areas where existing native vegetation will not re-establish within a reasonable time. The Archaeologists shall be on the Site during both the clearing and replanting of the vegetation to continuously monitor and inspect the areas being cleared and replanted. If during either the clearing or replanting any significant archaeological materials or features are encountered, the Archaeologists shall immediately notify the Town and the SHPO and cease further work until any and all materials or features have been documented to the satisfaction of the Town and the SHPO. If any human remains are uncovered while either clearing or replanting, then the provisions of Section 872.05, Florida Statutes shall be followed and implemented without delay.
<i>Reject</i> <input type="checkbox"/>	

*Modify*

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**TOWN OF HIGHLAND BEACH  
CONDITIONS FOR APPROVAL**

29.) 

Accept	<input checked="" type="checkbox"/>
Reject	<input type="checkbox"/>

 In the event an underground storage tank should still be present on the Subject Property, the County shall notify the Town and appropriate environmental agencies; and manage it in accordance with Chapter 62-761, F.A.C.

Modify

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30.) 

Accept	<input checked="" type="checkbox"/>
Reject	<input type="checkbox"/>

 As part of the Compliance Package and prior to the issuance of any development permits, the County shall identify the exact location of any utility lines to be located on site. If the County proposes to locate any utility lines in areas which would require excavation the County shall as part of its Park Management Plan identify any protected vegetation that will be adversely affected and, if appropriate identify any mitigation proposed as a result thereof.

Modify

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31.) 

Accept	<input checked="" type="checkbox"/>
Reject	<input type="checkbox"/>

 The County shall construct all facilities using strategies identified in a recognized green building standard, and in particular, construction shall be consistent with 255.252 FSS and 255.253 FSS.

Modify

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32.) 

Accept	<input checked="" type="checkbox"/>
Reject	<input type="checkbox"/>

 As part of the Compliance Package the County shall submit the FDOT's Vehicular Access Connection (VAC) letter supporting the design of the proposed vehicular and pedestrian access configuration shown on the site plan.

Modify

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**TOWN OF HIGHLAND BEACH  
CONDITIONS FOR APPROVAL**

33.) 

Accept	<input checked="" type="checkbox"/>
Reject	<input type="checkbox"/>

The parking lot area west of AIA, (Parcel "B") shall be operated from sunrise to sunset, and shall be gated to prevent vehicular traffic from entering the parking lot before or after the park's hours of operation. The Compliance Package shall depict how pedestrian access is restricted. As for the property east of AIA, (Parcel "A") the site plan shall reflect that all pedestrian access points to and from AIA have pedestrian gates.

Modify

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34.) 

Accept	<input checked="" type="checkbox"/>
Reject	<input type="checkbox"/>

No commercial retail uses, including concession stands, are permitted on the Subject Property.

Modify

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35.) 

Accept	<input checked="" type="checkbox"/>
Reject	<input type="checkbox"/>

A minimum fee of \$4.00 per day or \$6.00 per weekend day shall be charged for parking. This fee may be adjusted at the discretion of Palm Beach County.

Modify

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36.) 

Accept	<input checked="" type="checkbox"/>
Reject	<input type="checkbox"/>

During the hours of park operation, an attendant shall staff the guardhouse in the parking lot.

Modify

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**TOWN OF HIGHLAND BEACH  
CONDITIONS FOR APPROVAL**

37.) 

<i>Accept</i>	<input checked="" type="checkbox"/>
<i>Reject</i>	<input type="checkbox"/>

 The park shall only be open from dawn to dusk, including the parking lot.

*Modify*

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38.) 

<i>Accept</i>	<input checked="" type="checkbox"/>
<i>Reject</i>	<input type="checkbox"/>

 No commercial vehicles or commercial trucks shall be permitted in the parking lot. Authorized vehicles performing park maintenance are exempt from this restriction.

*Modify*

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39.) 

<i>Accept</i>	<input checked="" type="checkbox"/>
<i>Reject</i>	<input type="checkbox"/>

 Palm Beach County shall provide security patrols during park operating hours and the Palm Beach County Sheriffs Office, Parks Enforcement Unit shall respond to calls 24 hours per day / 7 days per week.

*Modify*

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40.) 

<i>Accept</i>	<input checked="" type="checkbox"/>
<i>Reject</i>	<input type="checkbox"/>

 The County shall monitor and address any vehicles remaining in the parking lot after the park closes as follows:

a. The gate will be locked if no vehicles remain. If a vehicle remains, the Park Ranger will provide a 15-30 minute grace period until the gate is locked.

b. If there is a vehicle remaining in the lot after the gate is locked, a Park Ranger shall place a sticker with a phone number on it for the visitor to call so the Park Ranger can come back and unlock the gate for the visitor to leave.

*Modify*

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TOWN OF HIGHLAND BEACH  
CONDITIONS FOR APPROVAL

41.) 

Accept	<input checked="" type="checkbox"/>	The parking lot perimeter that is surrounded by a wall or fence shall have locked gates, secured from dusk to dawn.
Reject	<input type="checkbox"/>	
Modify	<input type="checkbox"/>	

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42.) 

Accept	<input checked="" type="checkbox"/>	No pets shall be permitted on either parcel in the park.
Reject	<input type="checkbox"/>	
Modify	<input type="checkbox"/>	

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43) County to change the plans on the western perimeter of Parcel B to include a 6 foot concrete wall with plantings on both sides.

**File Attachments for Item:**

C. Consideration of a request for a Town of Highland Beach Right-of-Way (ROW) permit for the property located at 3521 South Ocean Boulevard.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** September 19, 2023

**SUBMITTED BY:** Ingrid Allen, Town Planner, Building Department

**SUBJECT:** Request for a Town of Highland Beach Right-of-Way (ROW) permit for the property located at 3521 South Ocean Boulevard

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## **SUMMARY:**

On December 7, 2021, the Town Commission adopted Ordinance No. 2021-018 which provides for the protection of the public ROW while also allowing certain improvements. Pursuant to Section 25-1 of the Town Code, it shall be unlawful to construct improvements or install new trees in new locations within the public ROW including swales without first obtaining a Town ROW permit from the Building Department unless waived or otherwise determined as not required by the Town's Public Works Director. At the same Town Commission meeting, Resolution No. 2021-041 was adopted which requires Town Commission approval of ROW permits for construction of improvements or placement of trees in new locations within State Road A1A ROW. The latter approval is applicable until the Florida Department of Transportation's (FDOT) Resurfacing, Restoration and Rehabilitation Project ("RRR Project") is completed.

The Applicant is proposing a new single driveway and has received a driveway connection permit (Permit No. 2023-A-496-00010) from FDOT (Attachment No. 1). The Town's Public Works Director, Pat Roman, has indicated that the driveway plan submitted as part of the FDOT permit does not conflict with existing Town utilities.

Concurrent with this request for a Town ROW permit, is an amendment to FDOT's Landscape Inclusive Memorandum of Agreement ("Agreement") for the same property. This amendment to the Agreement is for the purpose of maintaining new landscape improvements installed in FDOT's ROW along State Road A1A adjacent to subject property.

Note that on July 13, 2023, the Planning Board granted site plan approval (Development Order No. 22-0017) for a new three-story, 3,997 square foot single family residence at the property (motion carried 7-0).

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## **FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Attachment No. 1 - FDOT driveway connection permit (No. 2023-A-496-00010).

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**RECOMMENDATION:**

At the discretion of the Town Commission.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY CONNECTION PERMIT  
FOR ALL CATEGORIES**

**PART 1: PERMIT INFORMATION**

APPLICATION NUMBER: 2023-A-496-00010

Permit Category: A - less than 20 VTPD Access Classification: \_\_\_\_\_

Project: Proposed Residence, 3521 S Ocean Blvd, Highland Bch

Permittee: MARK HUNLEY

Section/Mile Post: / State Road: \_\_\_\_\_

Section/Mile Post: / State Road: \_\_\_\_\_

**PART 2: PERMITTEE INFORMATION**

Permittee Name: MARK HUNLEY

Permittee Mailing Address: 2528 N 38th Ave

City, State, Zip: Hollywood, Florida 33021

Telephone: (954) 809-9802 ext. \_\_\_\_\_

Engineer/Consultant/or Project Manager: \_\_\_\_\_

Engineer responsible for construction inspection: \_\_\_\_\_

NAME P.E. #

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX, Mobile Phone, etc. Fax: / Mobile: \_\_\_\_\_

**PART 3: PERMIT APPROVAL**

The above application has been reviewed and is hereby approved subject to all Provisions as attached.

Permit Number: 2023-A-496-00010  
Department of Transportation

Signature: Eugene Kissner Title: MAINTENANCE MANAGER/PERMITS

Department Representative's Printed Name Eugene Kissner

Temporary Permit  YES  NO (If temporary, this permit is only valid for 6 months)

Special provisions attached  YES  NO

Date of Issuance: 4/11/2023

If this is a normal (non-temporary) permit it authorizes construction for one year from the date of issuance. This can only be extended by the Department as specified in 14-96.007(6).

See following pages for \_\_\_\_\_ and Special Provisions

Approved  
2023-A-496-00010  
Eugene Kissner  
4/11/2023

**PART 4: GENERAL PROVISIONS**

1. Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed work.  
Phone: 7863146067 , Attention: Paul Donovan
2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection construction.
3. Comply with Rule 14-96.008(1), F.A.C., Disruption of Traffic.
4. Comply with Rule 14-96.008(7), F.A.C., on Utility Notification Requirements.
5. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.
6. The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.
7. Comply with Rule 14-96.003(3)(a), F.A.C., Cost of Construction.
8. If a Significant Change of the permittee's land use, as defined in Section 335.182, Florida Statutes, occurs, the Permittee must contact the Department.
9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.
10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.
11. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
12. **Transportation Control Features and Devices in the State Right of Way.** Transportation control features and devices in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or devices in the state right of way, are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature or device in the state right of way to make changes to promote safety in the right of way or efficient traffic operations on the highway.
13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, and the Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.
14. The Permittee shall be responsible for determining and notify all other users of the right of way.
15. Starting work on the State Right of Way means that I am accepting all conditions on the Permit.

**PART 5: SPECIAL PROVISIONS**

NON-CONFORMING CONNECTIONS:     YES     NO

If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following shall be a part of this permit.

1. The non-conforming connection(s) described in this permit is (are) not permitted for traffic volumes exceeding the Permit Category on page 1 of this permit, or as specified in "Other Special Provisions" below.
2. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.

OTHER SPECIAL PROVISIONS:  
**SEE ATTACHMENT 'A'**

**PART 6: APPEAL PROCEDURES**

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you dispute the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a formal administrative hearing pursuant to section 120.57 (1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an informal administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, M.S. 58  
Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and be filed with the Clerk of Agency Proceedings by 5:00 p.m. no later than 21 days after you received the Notice. The petition must include a copy of the Notice, be legible, on 8 1/2 by 11 inch white paper, and contain:

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and the name, address, and telephone number of your representative, if any, which shall be the address for service purposes during the course of the proceeding.
2. An explanation of how your substantial interests will be affected by the action described in the Notice;
3. A statement of when and how you received the Notice;
4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
5. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the agency's proposed action, as well as an explanation of how the alleged facts relate to the specific rules and statutes you contend require reversal or modification of the agency's proposed action;
6. A statement of the relief sought, stating precisely the desired action you wish the agency to take in respect to the agency's proposed action.

If there are disputed issues of material fact a formal hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an informal hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

Your petition for an administrative hearing shall be dismissed if it is not in substantial compliance with the above requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code. If you fail to timely file your petition in accordance with the above requirements, you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RECEIPT OF CONNECTION APPLICATION  
AND FEE (OR WAIVER OF FEE)**

**IMPORTANT NOTE:** Even though your application has been accepted, it may not be complete. We will contact you if more information is needed.

(1) APPLICATION NUMBER: 2023-A-496-00010

APPLICANT:

(2) Name/Address: MARK HUNLEY  
2528 N 38th Ave  
Hollywood, Florida 33021

(3) Project Name: \_\_\_\_\_  
\_\_\_\_\_

		<u>VEHICLES PER DAY</u>	<u>FEE</u>	
(4) Fee	<input checked="" type="checkbox"/>	Category A	1-20	\$50.00
	<input type="checkbox"/>	Category B	21-600	\$250.00
	<input type="checkbox"/>	Category C	601-1,200	\$1,000.00
	<input type="checkbox"/>	Category D	1,201-4,000	\$2,000.00
	<input type="checkbox"/>	Category E	4,001-10,000	\$3,000.00
	<input type="checkbox"/>	Category F	10,001-30,000	\$4,000.00
	<input type="checkbox"/>	Category G	30,001 +	\$5,000.00
	<input type="checkbox"/>	Temporary		\$250.00
	<input type="checkbox"/>	Safety		NO FEE
<input type="checkbox"/>	Government Entity		NO FEE	

(5) Application Fee Collected \$ 50.0  
Payment Type:  
 Money Order  
 Check (check number \_\_\_\_\_)  
 Cash  
 Credit Card (online only)

(6) Fee Collected By  
Name One-Stop Permitting  
Signature One-Stop Permitting  
Date 2/23/2023 District \_\_\_\_\_ Unit \_\_\_\_\_

(7) Receipt Given Back to Applicant Via  
 Hand Delivery     Mail     Courier Service     Other     Electronically  
Applicant (or Agent) Signature (if available) MARK HUNLEY

This form bears your application number and serves as your receipt.

(8) If fee is waived, give justification below or on separate sheet.

**FOR AGENCY USE ONLY – ATTACH COPY OF CHECK ON THE NEXT PAGE**  
Make Checks payable to: *State of Florida Department of Transportation*

Approved  
2023-A-496-00010  
Eugene Kissner  
4/11/2023





# TOWN OF HIGHLAND BEACH

Building Department 3616 South Ocean Blvd., Highland Beach, Florida 33487  
Website: [www.highlandbeach.us](http://www.highlandbeach.us) Phone: 561-278-4540 Fax: 561-278-2606

## AUTHORIZED AGENT AFFIDAVIT

I, 3519 South Ocean Blvd LLC (Gerald Antonacci), the Property owner, hereby grant authorization to MARK HUNLEY, Authorized Agent, to act in my behalf with the Town of Highland Beach Building Department while conducting activities related to a development application request.

I, 3519 South Ocean Blvd LLC (Gerald Antonacci) Property Owner, relieve the Town of Highland Beach of, and agree to hold the Town of Highland Beach Building Department harmless from, any and all responsibility, claims or other actions arising from or related to the Department's acceptance of the above agent's signature for development application-related activities. I further understand that it is my sole responsibility to grant and terminate any such authorization and to ensure that the Department receives timely notice of any such grant or termination.

Gerald Antonacci  
Signature of Property Owner

Mark Hunley  
Signature of Authorized Agent

\*\*\*PLEASE NOTE: BOTH SIGNATURES MUST BE NOTARIZED\*\*\*

Notary for Property Owner Signature:

State of Connecticut

County of Hartford

The foregoing was acknowledged before me this 27th day of December, 2021

by Gerald Antonacci, who is personally known to me, or who produced personally known to me as identification.

Lisa M. Swedis  
Notary Public Signature

Lisa M. Swedis  
Print, Type, or Stamp Name of Notary

My Commission Expires  
August 31, 2022

Notary for Authorized Agent's Signature:

State of Florida

County of Duval

The foregoing was acknowledged before me this 28 day of January, 2023

by Mark Hunley, who is personally known to me, or who produced Florida Drivers as identification.

Robert Picora  
Notary Public Signature

Print, Type, or Stamp Name of Notary  
Robert Picora  
Comm. # GG350885  
Expires: Oct. 28, 2023  
Bonded Thru Aaron Notary



Approved  
2023-A-496-00010  
Eugene Kissner  
4/11/2023



THIS INSTRUMENT PREPARED BY  
AND PLEASE RETURN TO:  
EDWARD B. COHEN  
54 S.W. Boca Raton Boulevard  
Boca Raton, Florida 33432  
Tel. #(561) 361-9600

CFN 20150312888  
OR BK 27754 PG 1927  
RECORDED 08/21/2015 13:24:57  
Palm Beach County, Florida  
AMT 10.00  
Doc Stamp 0.70  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1927 - 1928; (2pgs)

Property Tax Identification No.: 24-43-46-33-00-004-0150

**QUIT-CLAIM DEED**

***THIS QUIT CLAIM DEED***, executed the 12<sup>th</sup> day of Aug, 2015, by 3711 OCEAN SOUTH-3, LLC, a Florida Limited Liability Company, whose address is 15 Mullen Road, Enfield, CT 06082, ("Grantor"), to 3519 So Ocean Blvd, LLC, a Florida Limited Liability Company, whose address is 15 Mullen Road, Enfield, CT 06082 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires).

***WITNESSETH***, That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to wit:

The South 60 feet of the North 180 feet of the South 770 feet of Government Lot 4, Section 33, Township 46 South, Range 43 East, lying between the East Right-of-Way line of State Road A-1-A and the Atlantic Ocean, Palm Beach County, Florida.

***TO HAVE AND TO HOLD*** The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

***IN WITNESS WHEREOF***, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Lisa M. Swedis  
Witness Signature

Lisa m. Swedis  
Printed Name

Timothy B. Kearcher  
Witness Signature

Timothy B. Kearcher  
Printed Name

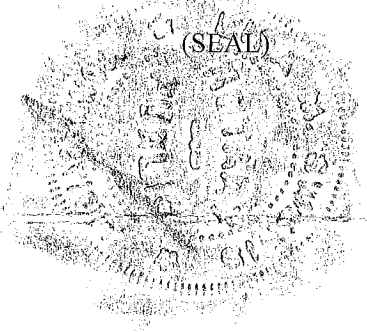
3711 OCEAN SOUTH-3, LLC  
BY: [Signature]  
Frank Antonacci, Managing Member  
15 Mullen Road, Enfield, CT 06082

Approved  
2023-A-496-00010  
Eugene Kissner  
4/11/2023

STATE OF CONNECTICUT

COUNTY OF Hartford

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared FRANK ANTONACCI, Managing Member of 3711 Ocean South-3, LLC a Florida Limited Liability Company, known to me to be the persons described in and who executed the forgoing instrument, who acknowledged before me that he executed the same, who is personally known to me (or who have produced D.L. and known to me as identification).



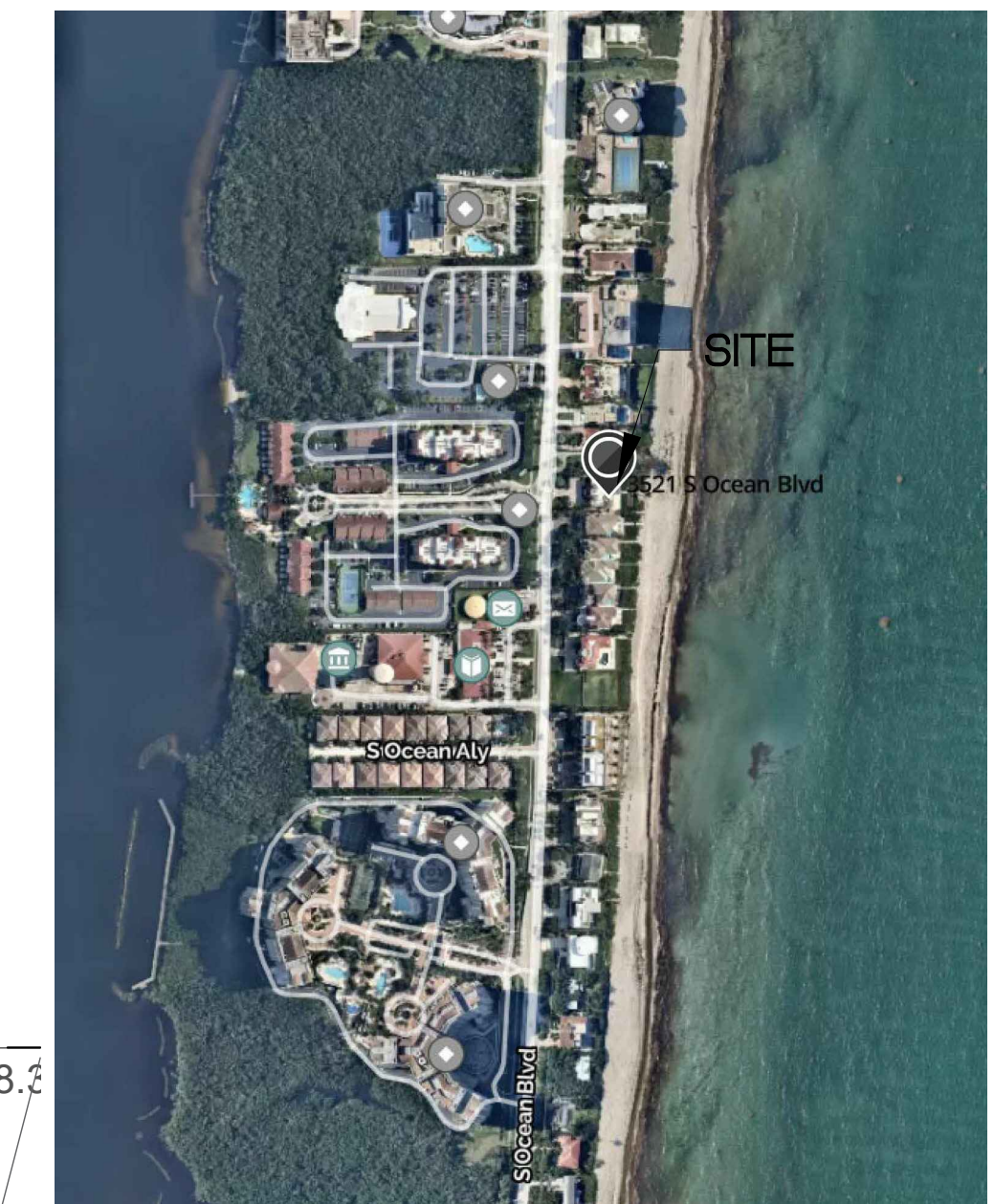
Witness my hand and official seal in the County and State last aforesaid this 12<sup>th</sup> day of August, 2015.

Lisa M. Swedis  
Notary Public, State of Connecticut

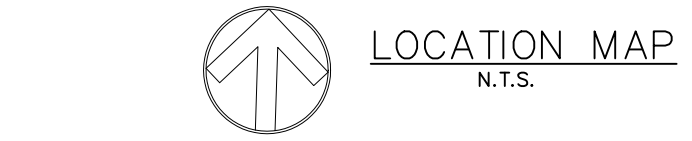
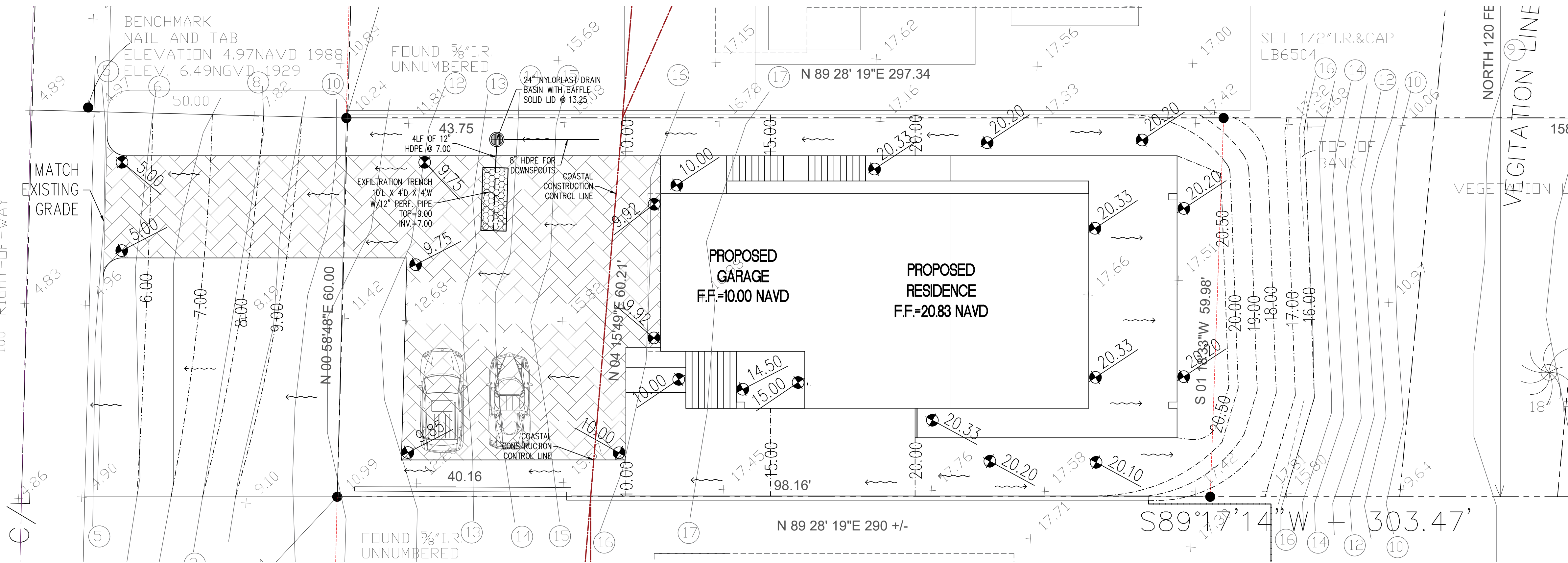
My Commission Exp. Aug. 31, 2017

Approved  
2023-A-496-00010  
Eugene Kissner  
4/11/2023





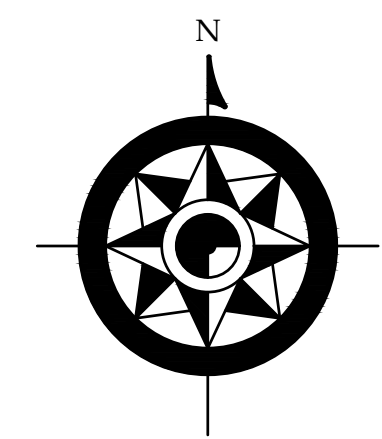
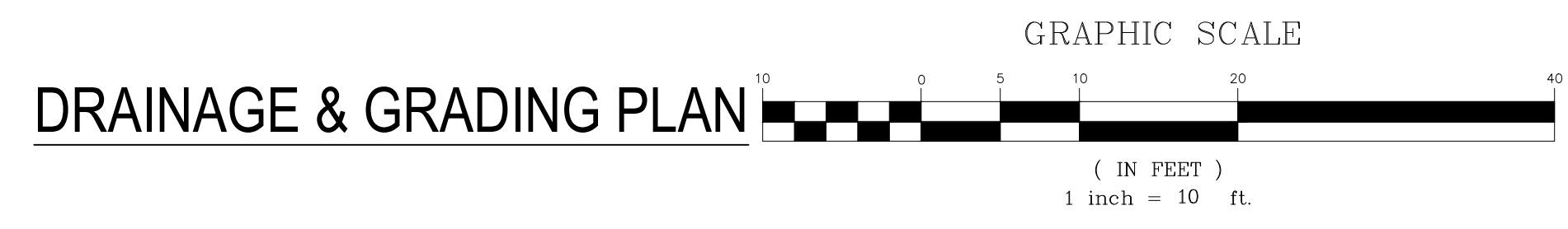
**3521 STATE ROAD A-1-A**  
100' RIGHT-OF-WAY



**LEGEND**

- EXISTING ELEVATION PER RENNER BURGESS LAND SURVEYING (NAVD)
- PROPOSED ELEVATION (NAVD)
- FLOW DIRECTION.
- CONTOUR (PROPOSED)

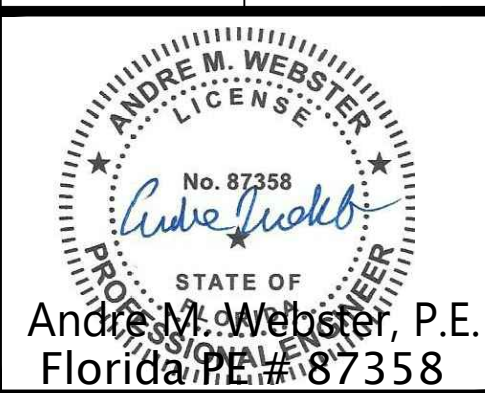
- NOTES:**
- SITE DRAINAGE PLAN TO MEET CITY OF HIGHLAND BEACH STORMWATER REQUIREMENTS. DURING DETAILED CONSTRUCTION PLAN PREPARATION, ADDITIONAL DRAINAGE IMPROVEMENTS MAY BE INCORPORATED INTO THE SITE DRAINAGE PLAN FROM THAT SHOWN. IF NECESSARY, STEM WALLS OR OTHER ITEMS MAY BE REQUIRED ALONG THE PROPERTY LINES TO PREVENT RUNOFF ONTO ADJACENT PROPERTIES.
  - ALL PORTIONS OF EXFILTRATION TRENCHES ADJACENT TO PLANT MATERIAL HAVING AN INVASIVE ROOT SYSTEM SHALL BE PROTECTED WITH A ROOT BARRIER.



No:	Revisions:	Date:

CIVIL PLANS FOR:  
**PROPOSED RESIDENCE**  
3521 S. OCEAN BLVD  
HIGHLAND BEACH, FLORIDA

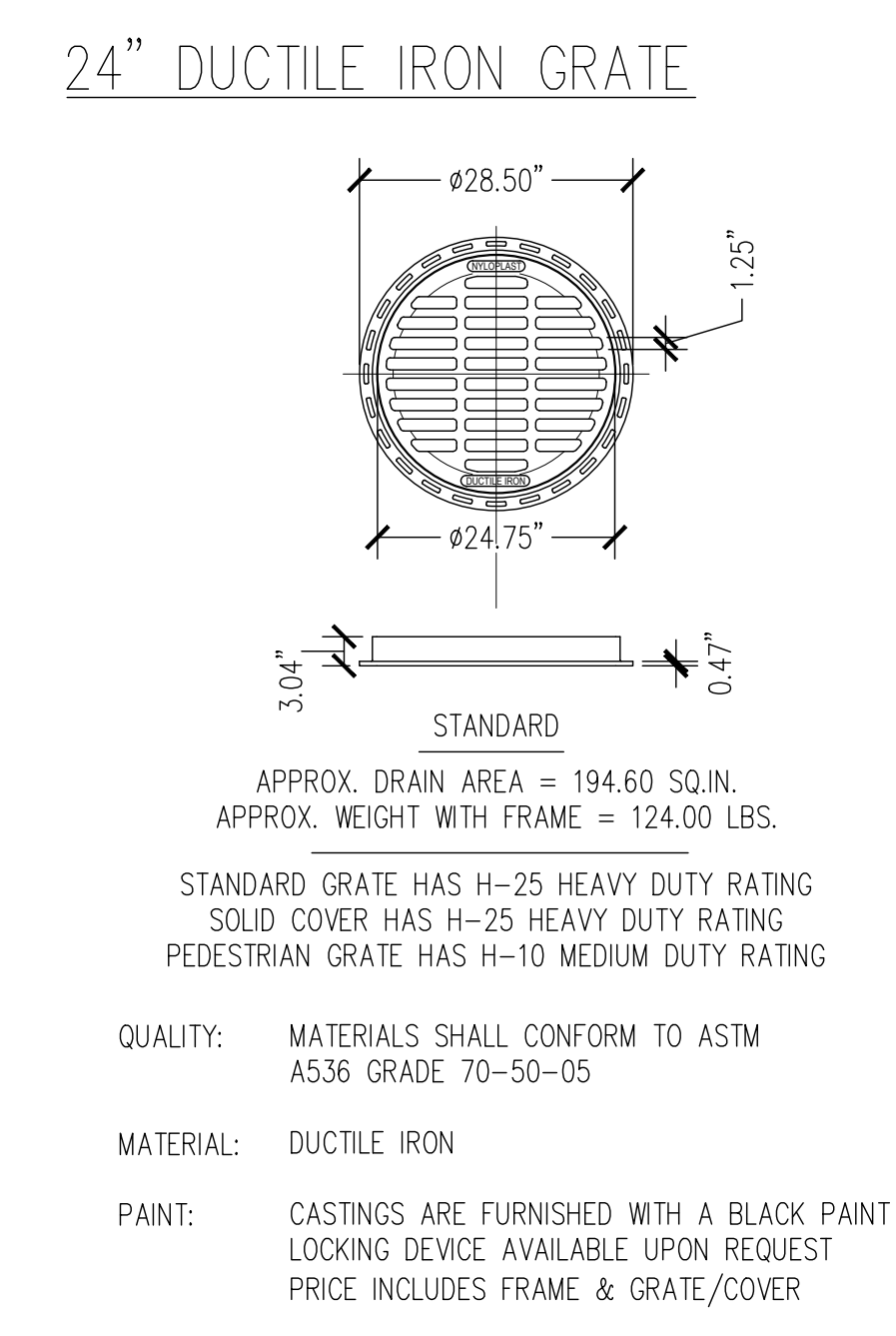
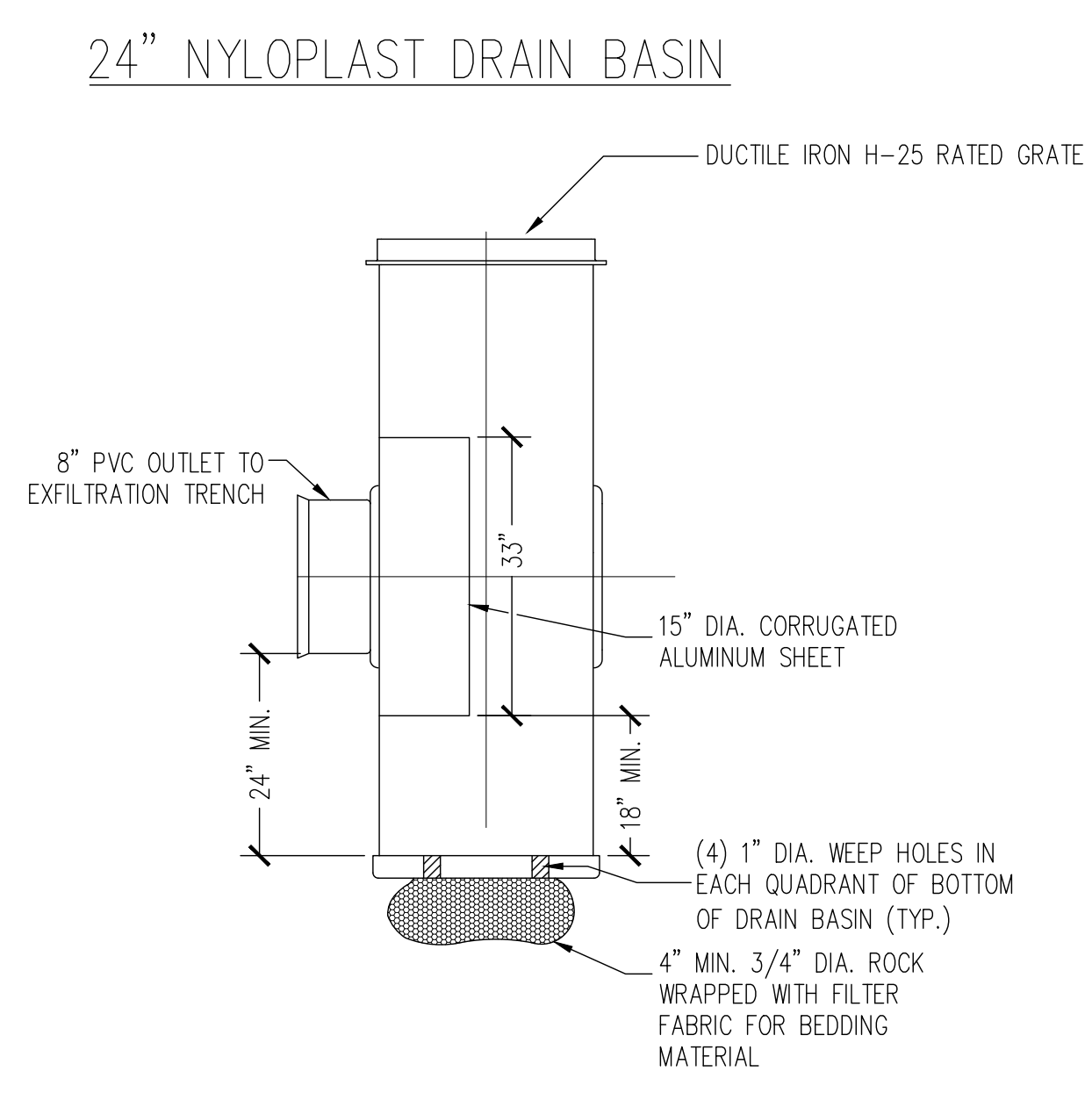
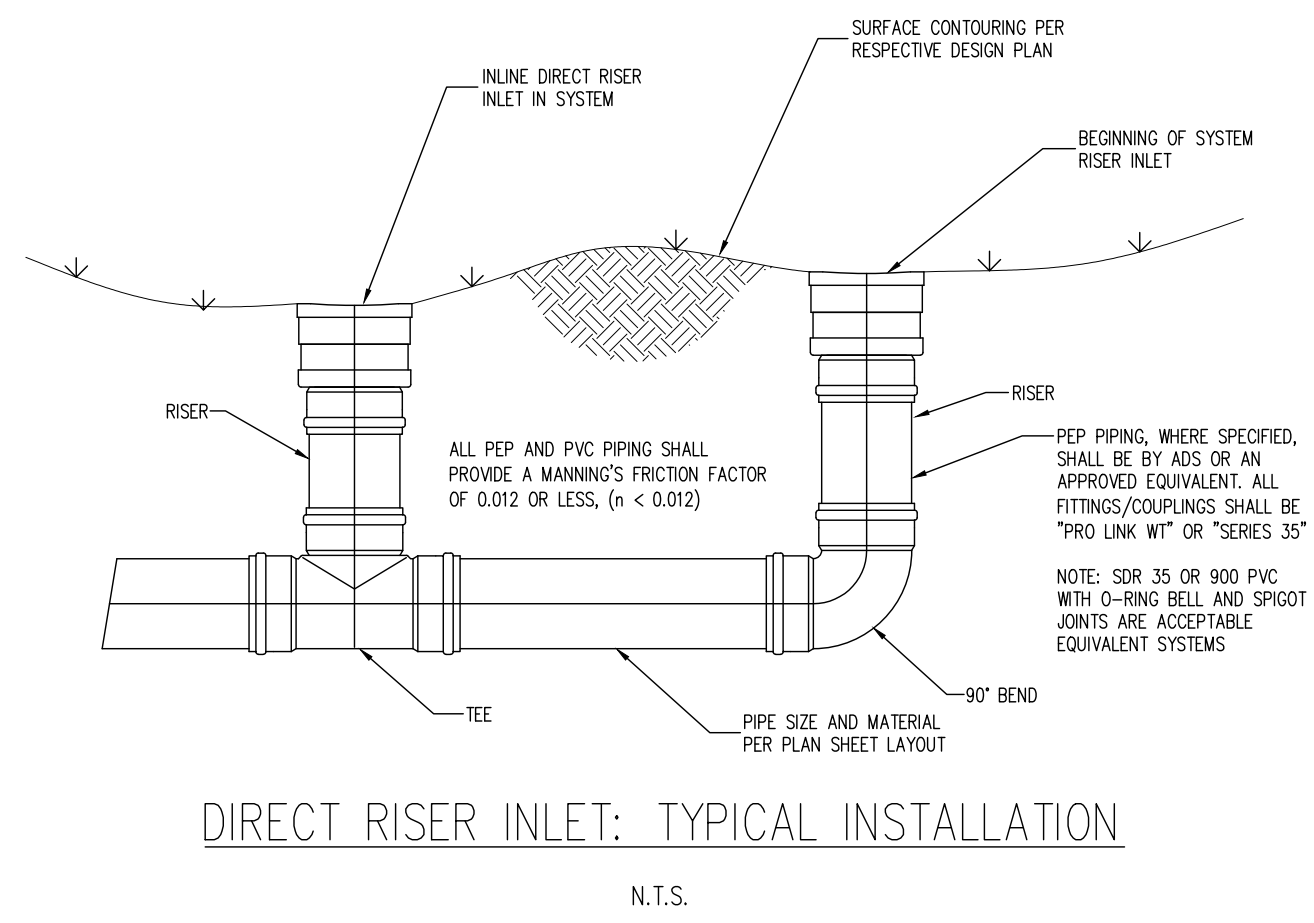
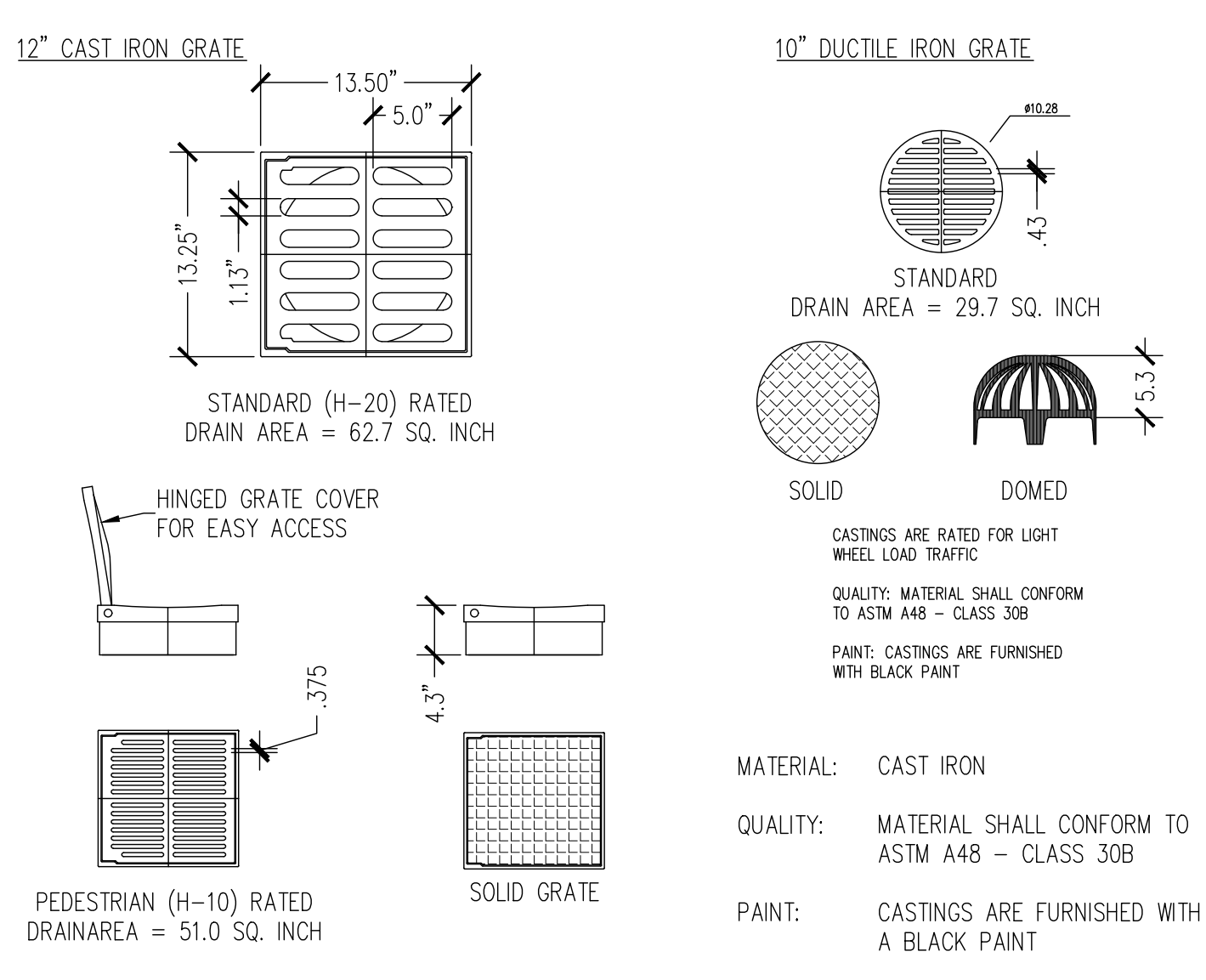
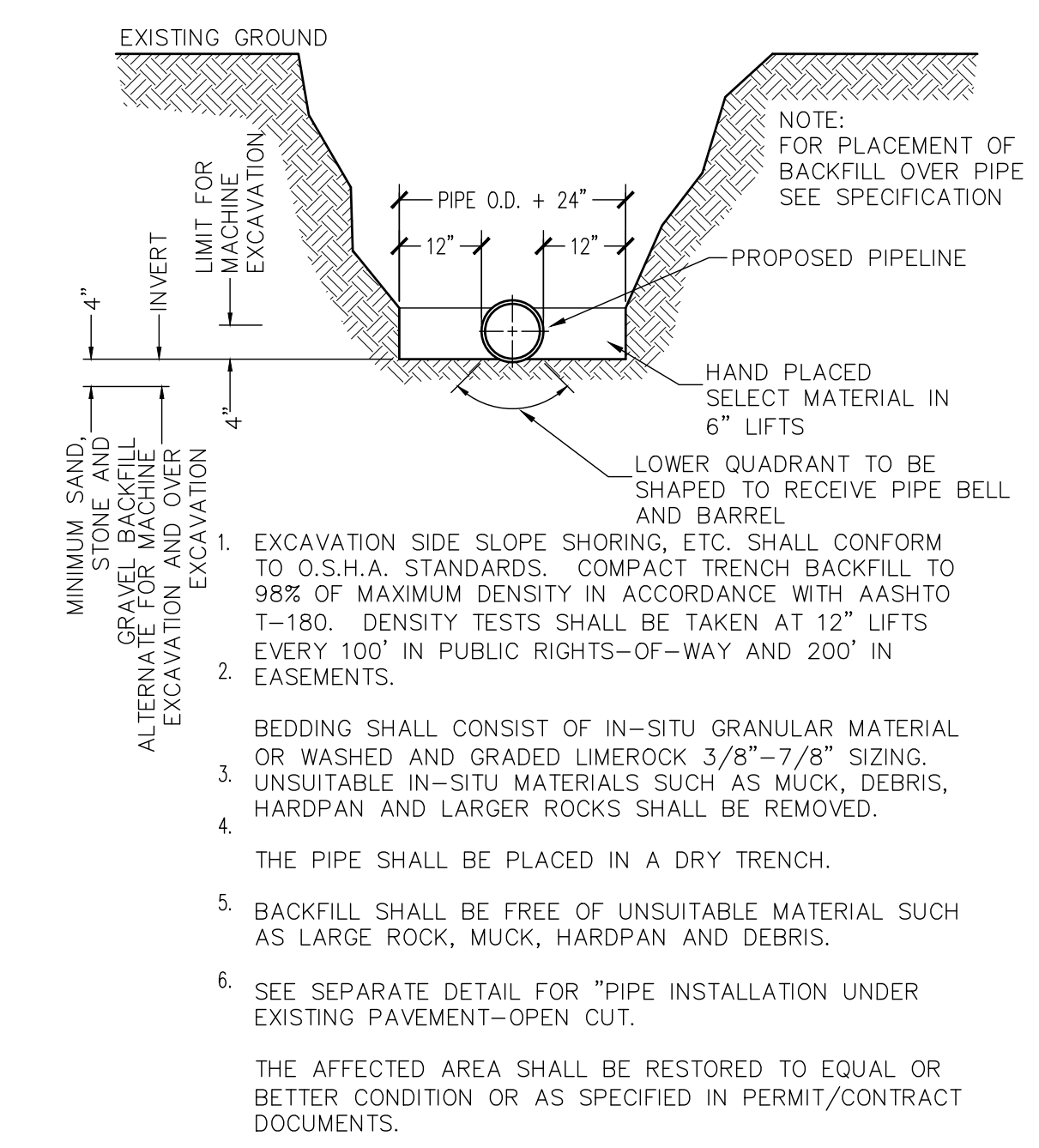
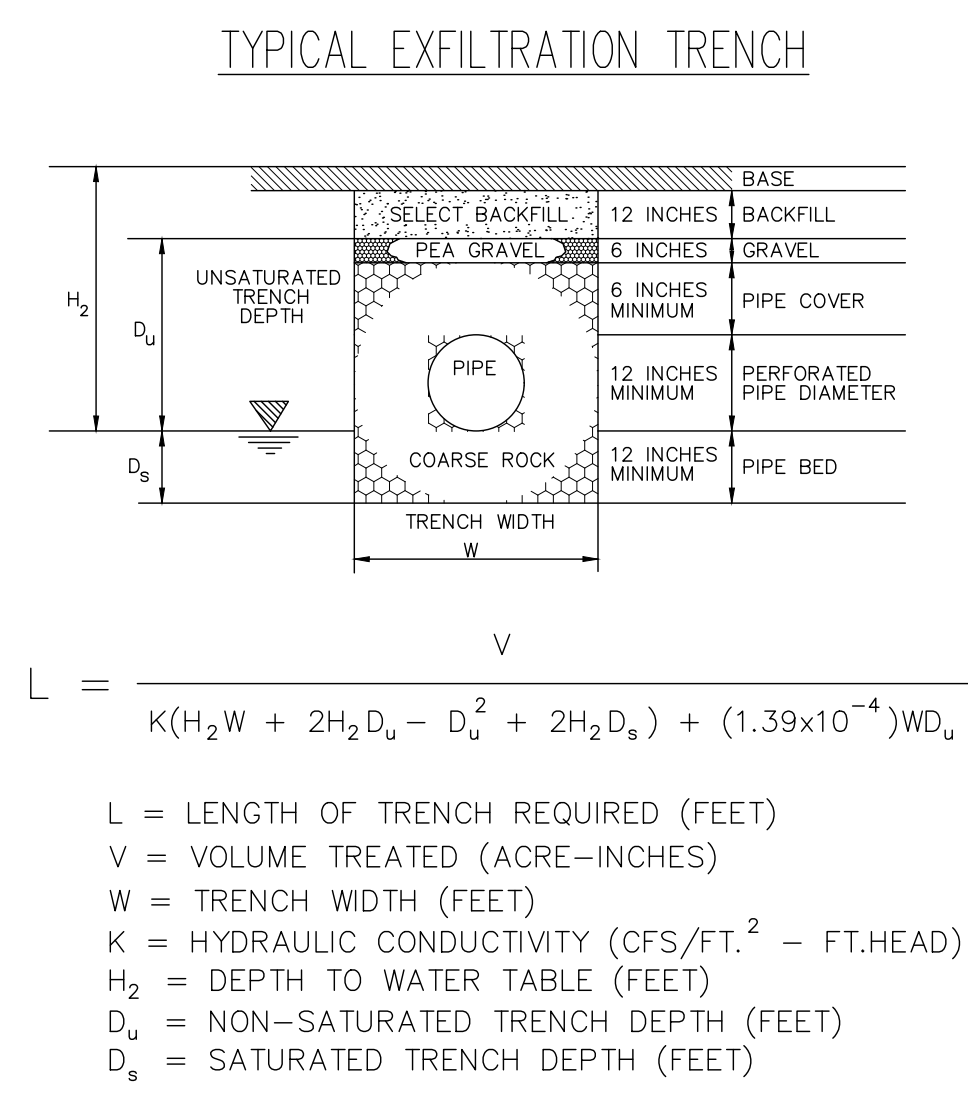
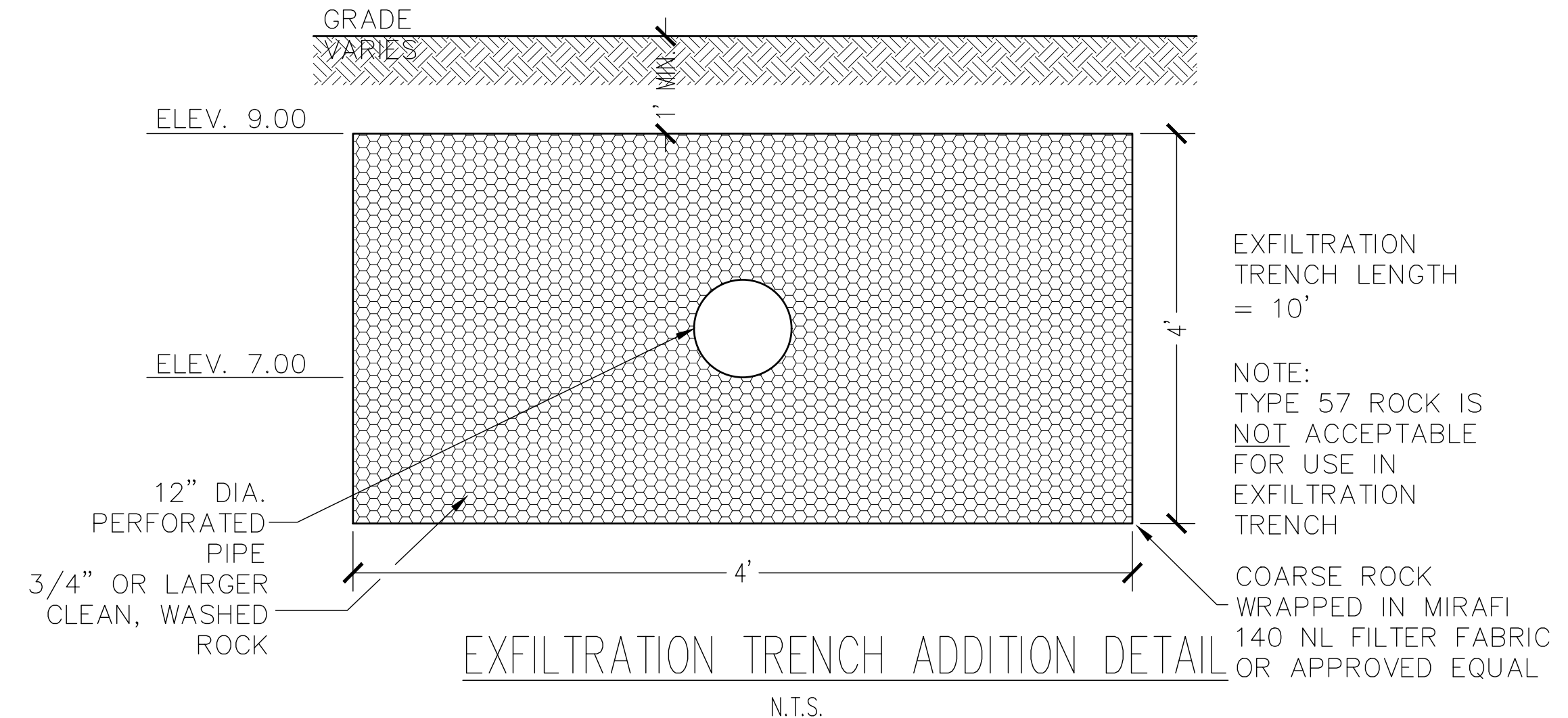
Project #:	22-074
Issue Date:	08/09/22
Drawn By:	AMW
Chkd By:	AMW
Scale:	As Shown



SHEET TITLE  
**DRAINAGE & GRADING PLAN**

SHEET NUMBER:  
**C-1**  
Approved  
2023-A-496-000-0  
Eugene Kissner  
4/11/2023





NOTE:  
 TYPE OF GRATES & INLETS TO BE COORDINATED WITH ENGINEER & LANDSCAPE ARCHITECT  
 PIPE MATERIAL MAY BE PVC, ADS, NDS, OR APPROVED EQUAL

AREA DRAIN DETAIL

**PROPOSED BEACH HOUSE**  
 1160 N OCEAN DRIVE  
 PALM BEACH, FLORIDA

**STORMWATER MANAGEMENT CALCULATIONS**

**SITE PLAN DATA**

Total Lot Area = 7,964 sq. ft. ±

Impervious Area (footprint, drive, walkways, pool, decking) = 1,364 sq.ft. ±

Pervious Area = 6,600 sq.ft. ±

**ESTIMATED RUNOFF VOLUME**

Impervious Runoff Volume:  
 2" x 1,364 sq.ft. x 1 ft./12 in. = 227 cu.ft.

Pervious Runoff Volume:  
 0.4" x 6,600 sq.ft. x 1 ft./12 in. = 220 cu.ft.

Total Volume to be Retained = 447 cu.ft.

**EXFILTRATION TRENCH CALCULATIONS (SFWMD ANALYSIS)**

**EXFILTRATION TRENCH**

L = Total Length of Trench Provided = 10 ft  
 W = Trench Width = 4 ft  
 K = Hydraulic Conductivity = 0.0005 cfs/sq.ft. per ft. of head  
 H2 = Depth to Water Table = 4.00 ft  
 DU = Non-Saturated Trench Depth = 4.00 ft  
 DS = Saturated Trench Depth = 0.00 ft

V = Volume Treated = 662 cu.ft.

NOTE:  
 INLET TO HAVE MIN. 24" SUMP AND MIN. 18" CLEARANCE BETWEEN BOTTOM OF BAFFLE AND BOTTOM OF INLET

Date:	
Revisions:	
No:	

CIVIL PLANS FOR:  
**PROPOSED RESIDENCE**  
 3521 S. OCEAN BLVD  
 HIGHLAND BEACH, FLORIDA

Project #:	22-074
Issue Date:	08/09/22
Drawn By:	AMW
Chkd By:	AMW
Scale:	As Shown

Professional Engineer Seal for Andre M. Webster, P.E., Florida License # 87358

SHEET TITLE  
**DRAINAGE & GRADING DETAILS**

SHEET NUMBER:  
**C-2**  
 Approved  
 2023-A-496-000-0  
 Eugene Kissner  
 4/11/2023





No:	Revisions:	Date:

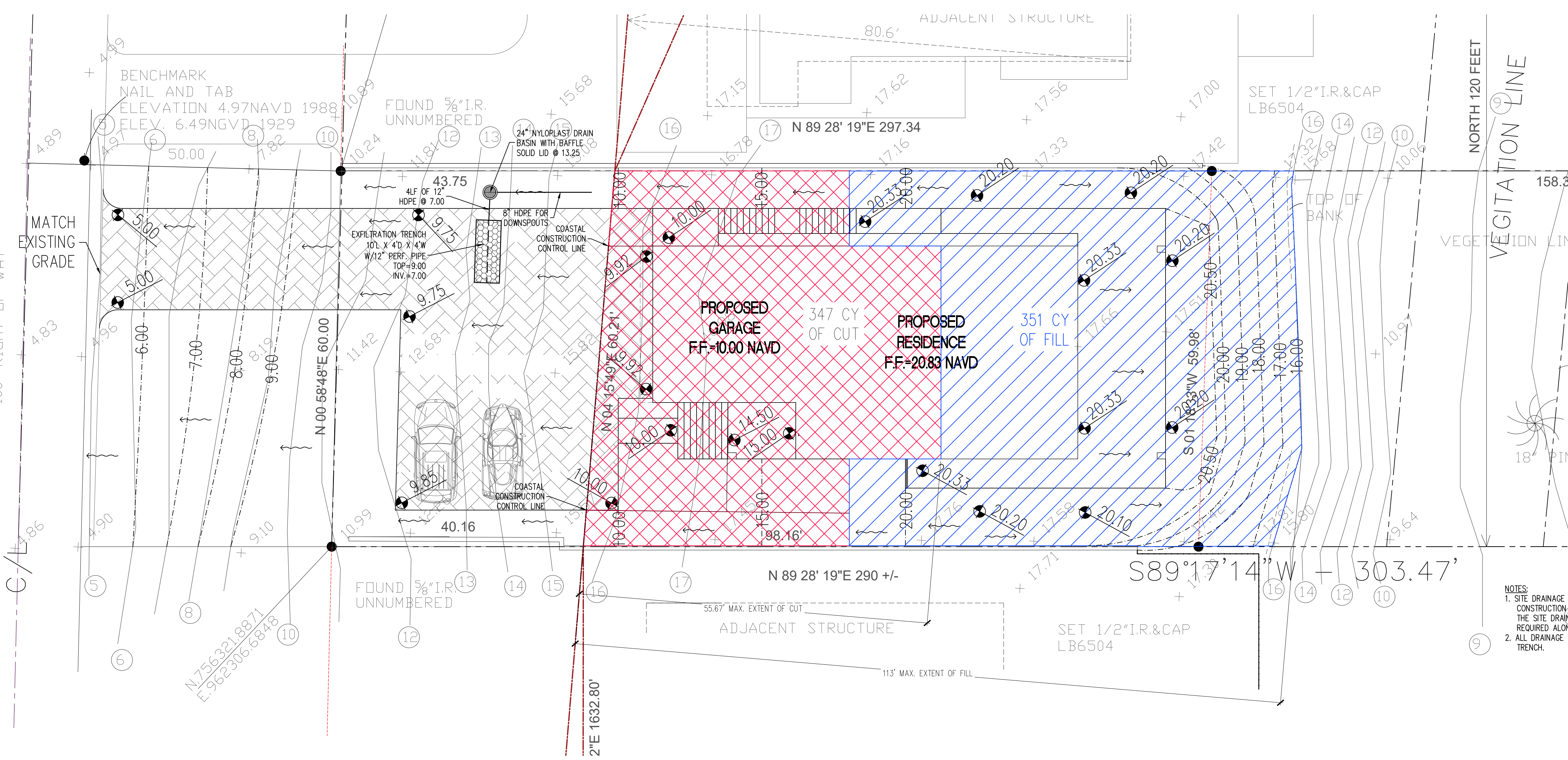
CIVIL PLANS FOR:  
**PROPOSED RESIDENCE**  
3521 S. OCEAN BLVD  
HIGHLAND BEACH, FLORIDA

Project #:	22-074
Issue Date:	08/09/22
Drawn By:	AMW
Chkd By:	AMW
Scale:	As Shown

Professional Seal of Andre M. Webster, P.E., Florida License # 87358

SHEET TITLE  
**CUT/FILL PLAN**  
SHEET NUMBER:  
**EW-1**  
Approved  
2023-A-496-000-0  
Eugene Kissner  
4/11/2023

**3521 STATE ROAD A-1-A**  
100' RIGHT-OF-WAY



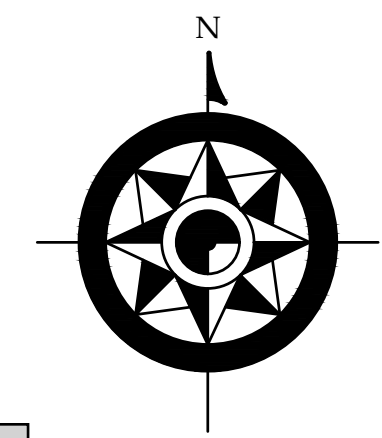
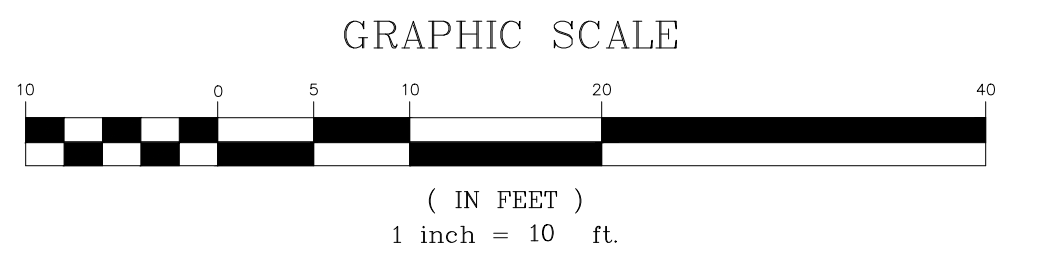
- NOTES:**
1. SITE DRAINAGE PLAN TO MEET CITY OF HIGHLAND BEACH STORMWATER REQUIREMENTS. DURING DETAILED CONSTRUCTION PLAN PREPARATION, ADDITIONAL DRAINAGE IMPROVEMENTS MAY BE INCORPORATED INTO THE SITE DRAINAGE PLAN FROM THAT SHOWN. IF NECESSARY, STEM WALLS OR OTHER ITEMS MAY BE REQUIRED ALONG THE PROPERTY LINES TO PREVENT RUNOFF ONTO ADJACENT PROPERTIES.
  2. ALL DRAINAGE FOR ROOF DRAINS WILL BE COLLECTED WEST OF THE CCCL LINE AND IN AN EXFILTRATION TRENCH.

**EARTHWORK ESTIMATE FOR EXCAVATION & FILL EASTWARD OF CCCL FOR NEW PROJECT PLANS**

EXCAVATION-CUT (TOTAL)	347 C.Y.
EMBANKMENT (TOTAL FILL)	351 C.Y.
NET FILL -	4 C.Y.

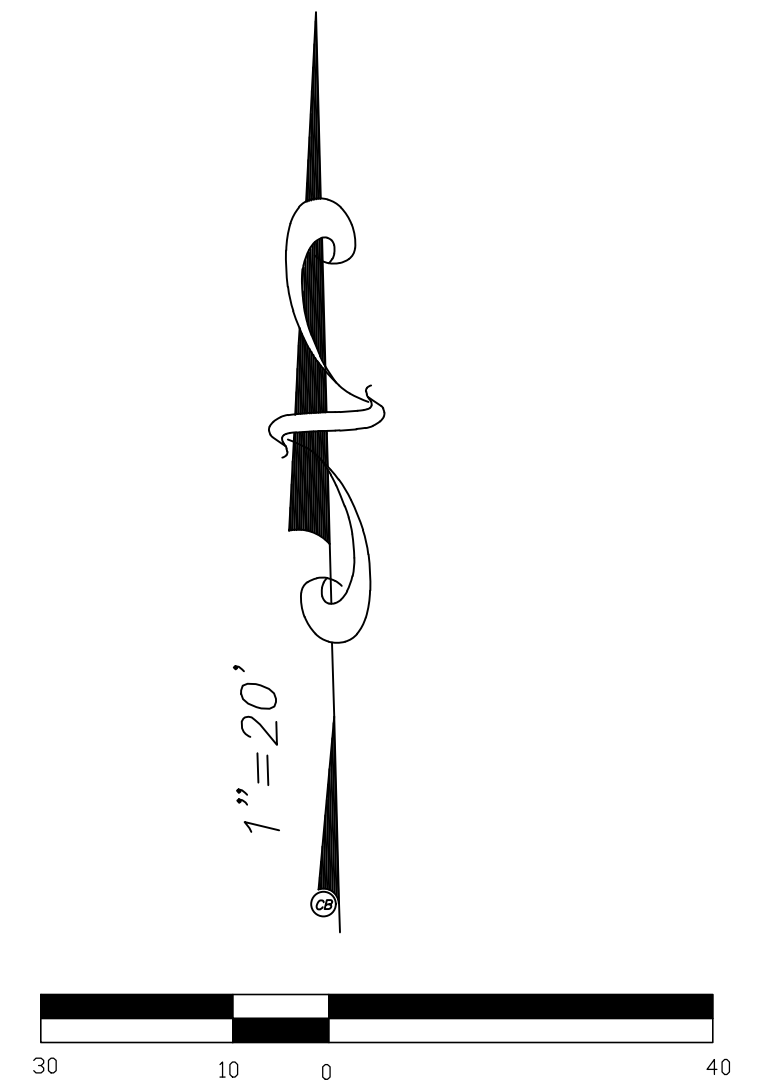
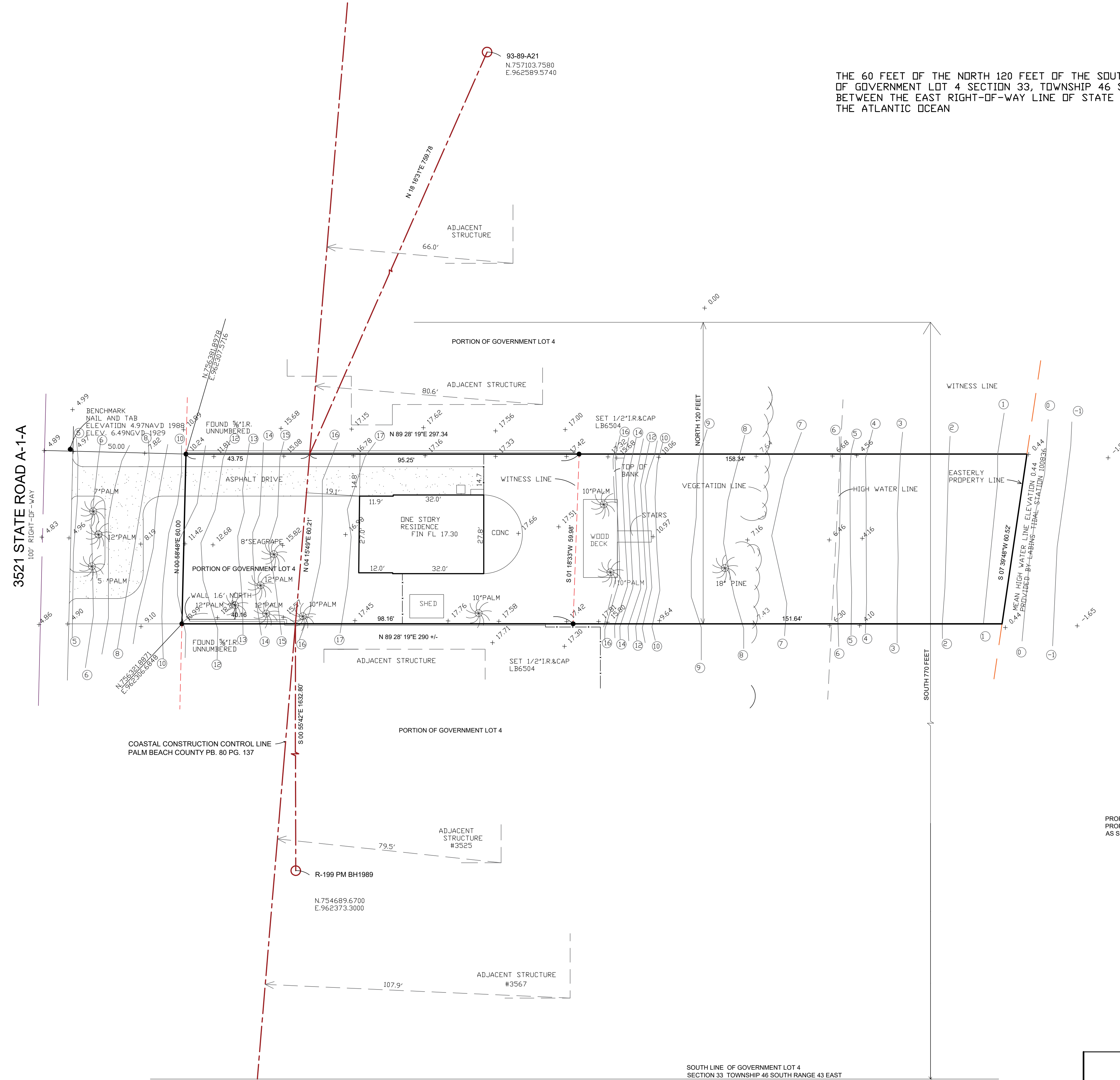
**NOTE:**  
1. ALL EARTHWORK VOLUMES ARE ACTUAL AND DO NOT INCLUDE FACTORS FOR SHRINKAGE OR SWELLAGE.  
2. IF NECESSARY, PROPOSED IMPORTED FILL MATERIAL TO BE USED SEAWARD OF THE CCCL SHALL COMPLY WITH THE SPECIFICATIONS/CRITERIA OF SUBSECTION 628-30.0007, F.A.C.

**EARTHWORK PLAN**





THE 60 FEET OF THE NORTH 120 FEET OF THE SOUTH 770 FEET OF GOVERNMENT LOT 4 SECTION 33, TOWNSHIP 46 SOUTH RANGE 43 EAST BETWEEN THE EAST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A AND THE ATLANTIC OCEAN



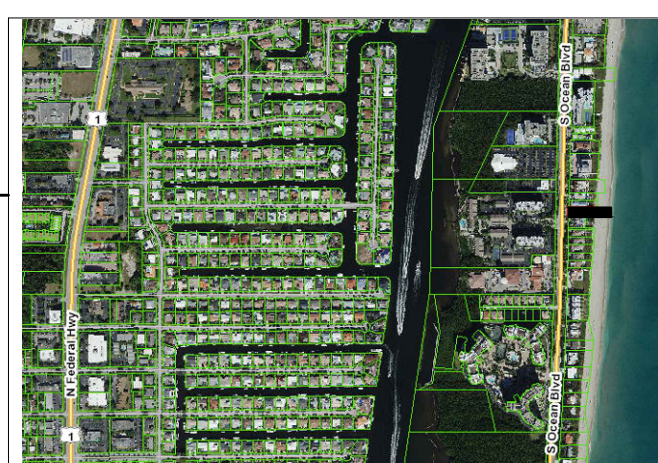
ATLANTIC OCEAN

PROPERTY CONTAINS 17,613 SQUARE FEET 0.40 ACRES  
PROPERTY AREA WAS TAKEN TO MEAN HIGH WATER LINE  
AS SHOWN HEREON

SOUTH LINE OF GOVERNMENT LOT 4  
SECTION 33 TOWNSHIP 46 SOUTH RANGE 43 EAST

- 1) BEARINGS SHOWN HEREIN ARE ASSUMED
- 2) NO ABSTRACT OR TITLE SEARCH WAS PERFORMED TO DISCOVER THE EXISTENCE OF ANY EASEMENTS OR RESTRICTIONS OF RECORD.
- 3) ELEVATIONS SHOWN HEREIN ARE BASED ON NAVD 1988 ALL ELEVATION AND ARE RELATIVE TO BENCHMARK USGS AND COUNTY BENCH Z-312 ELEV. 3.71
- 4) NO BELOW GROUND IMPROVEMENTS, FOOTERS, FOUNDATIONS OR UTILITIES HAVE BEEN LOCATED OR SHOWN ON THIS SURVEY.

D.B.S. = official record book C.B.S. = concrete block structure P.C.C. = point of compound curve P.C.P. = permanent control point P.O.C. = point of commencement P.O.B. = point of beginning D/E = drainage easement C.M.P. = corrugated metal pipe R.L.S. = registered land surveyor L.B. = licensed business	TRAN = transformer pad F.P.A.L. = Florida power and light CH = concrete monument P.R.C. = point of reverse P.I. = point of intersection P.T. = point of tangency * = not field measured W.P.F. = wood privacy fence CHAT = chatahoochee ELEV = elevation	P.B. = plot book TYP. = typical R/W = right-of-way Δ = central angle ⊕ = bearing basis line ASPH = asphalt MH = manhole U/E = utility easement CHAT = chatahoochee P.R.M. = permanent reference monument	P = plot I.P. = iron pipe D = deed RP = radius point L = ARC LENGTH E.S.M.T. = easement ALUM = aluminum P.C. = point of curvature	P.C. = page I.R. = iron rod R = radius D/S = offset CONC = concrete E.S.M.T. = easement CALC. = calculated
---	---	---	--	--



	CERTIFIED TO:  3519 SO OCEAN BLVD LLC	
	801 S.E. 6th Ave., Suite 203 Delray Beach, FL 33483 Phone: 61-243-4624 Fax: 243-4869	
AUTHORIZATION NUMBER LB6504	FLOOD ZONE: VE ELEV 10 MAP NO: 125111 0987 F MAP DATE: 10-5-2017	I HEREBY CERTIFY THAT THE SKETCH OF BOUNDARY SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER S-17-050-052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
HARRY A. BURGESS PLS 5089	DATE: 02-10-2022 JOB NO. 3-18-077A REVISED: 2-18-2022	

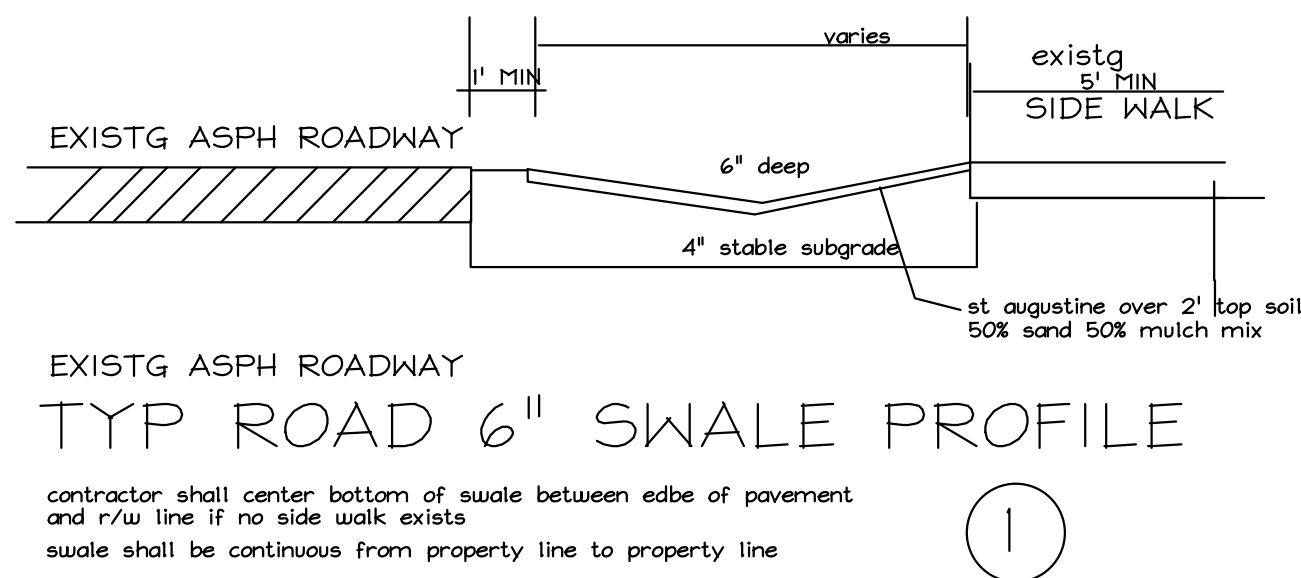
NOT VALID UNLESS SEALED WITH EMBOSSED SURVEYOR'S SEAL

2023-A-496-00010  
Eugene Kissner  
4/11/2023



**EROSION CONTROL NOTES**

1. THE INTENT OF EROSION CONTROL MEASURES INDICATE GRAPHICALLY ON PLANS IS TO PROVIDE A BARRIER TO CONTAIN SILT AND SEDIMENT ON THE PROJECT SITE. THIS REPRESENTATION IS PROVIDED FOR THE CONTRACTOR
2. APPROVED EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CLEARING, GRADING, EXCAVATION OR FILLING EXCEPT THOSE OPERATIONS NEEDED TO INSTALL SUCH MEASURES
3. INSPECTIONS OF EROSION CONTROL MEASURES SHALL BE CONDUCTED WEEKLY OR AFTERA EACH RAINFALL EVENT. REPAIRS OR REPLACEMENT SHALL BE MADE AS REQ.
4. KEEP DUST WITHIN TOLERABLE LIMITS BY SPRINKLING
5. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQ. IF DETERMINED BY ON SITE INSPECTION
6. DRAINAGE INLETS SHALL BE PROTECTED BY FILTER AND GRADED ROCK
7. ANY ACCESS ROUTES TO THE SITE SHALL BE BASED W/ CRUSHED ROCK
8. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT GROUND CONTROL IS ESTABLISHED. EXISTG VEGETATION IS TO BE MAINTAINED AS FEASIBLE



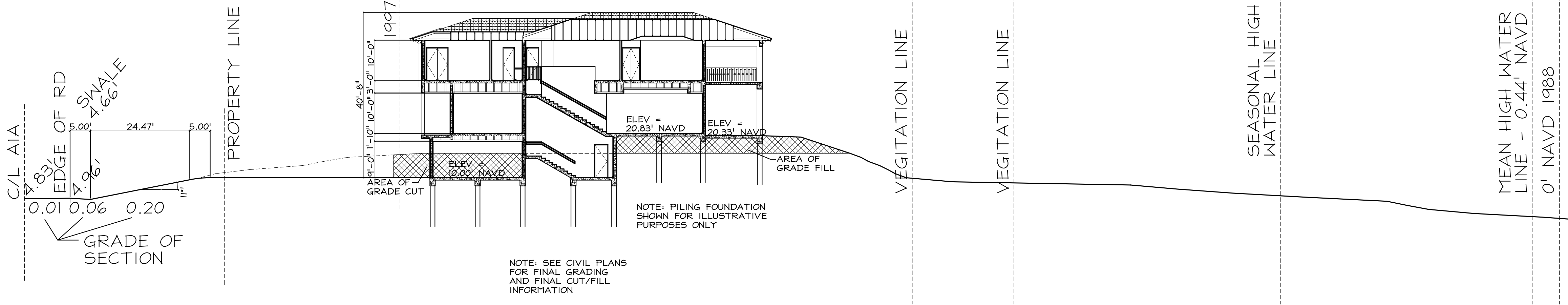
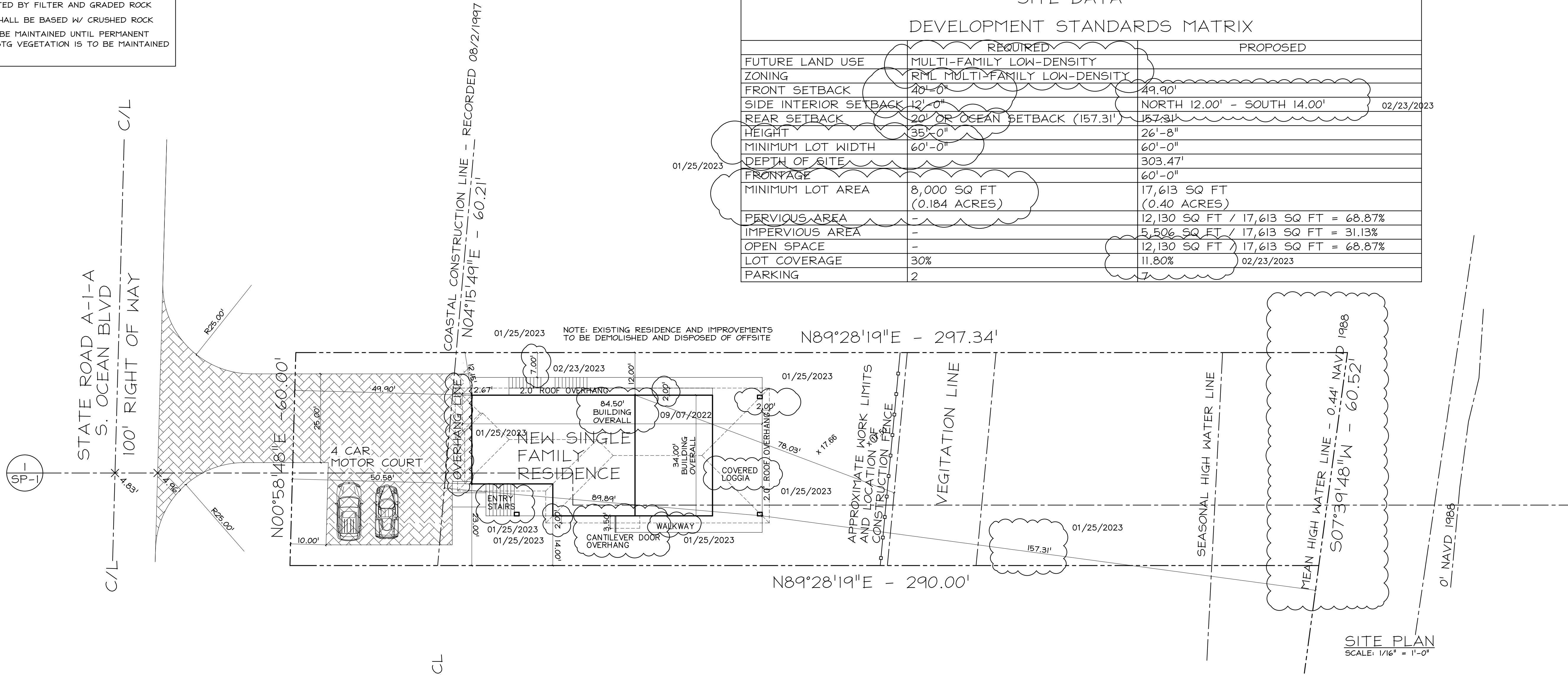
**SITE AREA CALCULATIONS**

SITE AREA	17,613 SQ FT	100.00%
HOUSE AREA	1,074 SQ FT	
GARAGE AREA	1,004 SQ FT	
TOTAL AREA	2,078 SQ FT	11.80%
DRIVES/WALK	2,359 SQ FT	
REAR LOGGIA	1,046 SQ FT	
TOTAL NON-PERVIOUS	3,405 SQ FT	19.33%
GREEN SPACE	12,130 SQ FT	68.87%

01/25/2023

**SITE DATA DEVELOPMENT STANDARDS MATRIX**

	REQUIRED	PROPOSED
FUTURE LAND USE	MULTI-FAMILY LOW-DENSITY	
ZONING	RML MULTI-FAMILY LOW-DENSITY	
FRONT SETBACK	40'-0"	49.90'
SIDE INTERIOR SETBACK	12'-0"	NORTH 12.00' - SOUTH 14.00'
REAR SETBACK	20' OR OCEAN SETBACK (157.31')	157.31'
HEIGHT	35'-0"	26'-8"
MINIMUM LOT WIDTH	60'-0"	60'-0"
DEPTH OF SITE		303.47'
FRONTAGE		60'-0"
MINIMUM LOT AREA	8,000 SQ FT (0.184 ACRES)	17,613 SQ FT (0.40 ACRES)
PERVIOUS AREA	-	12,130 SQ FT / 17,613 SQ FT = 68.87%
IMPERVIOUS AREA	-	5,506 SQ FT / 17,613 SQ FT = 31.13%
OPEN SPACE	-	12,130 SQ FT / 17,613 SQ FT = 68.87%
LOT COVERAGE	30%	11.80%
PARKING	2	



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MARK HUNLEY OR PAUL CHARETTE ON THE DATE ADJACENT TO THE SEAL USING A SHA AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PAUL CHARETTE A.I.A. LICENSE AR 0016279  
 Digitally signed by Mark Hunley  
 Date: 2023.02.23 13:24:58 -05'00'  
 MARK HUNLEY A.I.A. LICENSE AR 0099784

**CHARETTE INTERNATIONAL ARCHITECTURE INC**  
 AA26002424 ARCHITECTURE ◆ PLANNING ◆ HISTORICAL RENOVATIONS  
 2528 N 38 TH AVE  
 paul@charettearch.com  
 mark@charettearch.com  
 (561)756-6094 - (954)809-9802

NEW RESIDENCE  
 3521 S OCEAN BLVD  
 HIGHLAND BEACH, FL  
 2021-055

STARTED:  
 PRELIM 1:  
 PRELIM 2:  
 PRELIM 3:  
 PRELIM FINAL:  
 DEP: 09/07/2022  
 PLANNING: 01/25/2023  
 PLANNING: 02/23/2023  
 CONST DOCS:  
 BLDG DEPT:  
 BLDG DEPT:  
 BLDG DEPT:  
 AS-BUILTS:  
 SCALE: 1/4" = 1'-0"

SHEET  
 SP-1 Approved  
 2023-A-496-00010  
 Eugene Kissner  
 4/11/2023



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY/CONNECTION PERMIT  
FOR ALL CATEGORIES**

**PART 1: PERMIT INFORMATION**

Application Number: 2023-A-496-00010

Permit Category: A Access Classification: Single Family

Project: Proposed Residence, 3521 S Ocean Blvd, Highland Bch

Permittee: 3519 So Ocean Blvd LLC

Section/Mile Post: \_\_\_\_\_ State Road: A1A

Section/Mile Post: \_\_\_\_\_ State Road: A1A

**PART 2: PERMITTEE INFORMATION**

Permittee Name: Mark Hunley

Permittee Mailing Address: 2528 N 38<sup>th</sup> Ave

City, State, Zip: Hollywood, FL 33021

Telephone: 954-809-9802

Engineer/Consultant/or Project Manager: Mark Hunley

Engineer responsible for construction inspection: Mark Hunley Architect - AR99784  
NAME P.E. #

Mailing Address: 2528 N 38<sup>th</sup> Ave

City, State, Zip: Hollywood, FL 33021

Telephone: 954-809-9802 Mobile Phone: 954-809-9802

**PART 3: PERMIT APPROVAL**

The above application has been reviewed and is hereby approved subject to all Provisions as attached.

Permit Number: \_\_\_\_\_  
Department of Transportation

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Department Representative's Name: \_\_\_\_\_

Temporary Permit:  YES  NO (If temporary, this permit is only valid for 6 months)

Special provisions attached:  YES  NO

Date of Issuance: \_\_\_\_\_

If this is a normal (non-temporary) permit it authorizes construction for one year from the date of issuance. This can only be extended by the Department as specific in 14-96.007(6).

**See following pages for General and Special Provisions**

Approved  
2023-A-496-00010  
Eugene Kissner  
4/11/2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY/CONNECTION PERMIT**  
**FOR ALL CATEGORIES**

**PART 4: GENERAL PROVISIONS**

1. Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed work.  
 Phone: \_\_\_\_\_, Attention: \_\_\_\_\_
2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection of construction.
3. Comply with Rule 14-96.008(1), F.A.C., Disruption of Traffic.
4. Comply with Rule 14-96.008(7), F.A.C., on Utility Notification Requirements.
5. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.
6. The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.
7. Comply with Rule 14-96.003(3)(a), F.A.C., Cost of Construction.
8. If a Significant Change of the permittee's land use, as defined in Section 335.182, Florida Statutes, occurs, the Permittee must contact the Department.
9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.
10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.
11. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
12. **Transportation Control Features and Devices in the State Right of Way.** Transportation control features and devices in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or devices in the state right of way, are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature or device in the state right of way to make changes to promote safety in the right of way or efficient traffic operations on the highway.
13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, and the Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.
14. The Permittee shall be responsible for determining and notify all other users of the right of way.
15. Starting work on the State Right of Way means that I am accepting all conditions on the Permit.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY/CONNECTION PERMIT  
FOR ALL CATEGORIES**

**PART 5: SPECIAL PROVISIONS**

NON-CONFORMING CONNECTIONS:  YES  NO

If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following shall be a part of this permit.

1. The non-conforming connection(s) described in this permit is (are) not permitted for traffic volumes exceeding the Permit Category on page 1 of this permit, or as specified in "Other Special Provisions" below.
2. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.

OTHER SPECIAL PROVISIONS:

**PART 6: APPEAL PROCEDURES**

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you dispute the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a formal administrative hearing pursuant to section 120.57(1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an informal administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, M.S. 58  
Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and be filed with the Clerk of Agency Proceedings by 5:00 p.m. no later than 21 days after you received the Notice. The petition must include a copy of the Notice, be legible, on 8 1/2 by 11 inch white paper, and contain:

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and the name, address, and telephone number of your representative, if any, which shall be the address for service purposes during the course of the proceeding.
2. An explanation of how your substantial interests will be affected by the action described in the Notice;
3. A statement of when and how you received the Notice;
4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
5. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the agency's proposed action, as well as an explanation of how the alleged facts relate to the specific rules and statutes you contend require reversal or modification of the agency's proposed action;
6. A statement of the relief sought, stating precisely the desired action you wish the agency to take in respect to the agency's proposed action.

If there are disputed issues of material fact a formal hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an informal hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

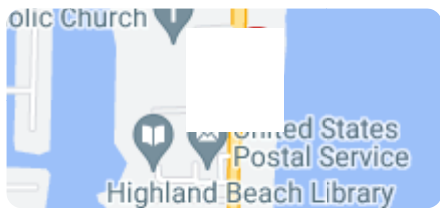
Your petition for an administrative hearing shall be dismissed if it is not in substantial compliance with the above requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code. If you fail to timely file your petition in accordance with the above requirements, you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.

2025-A-450-00010  
Eugene Kissner  
4/11/2023



Highland Beach, Florida  
Google Street View  
Mar 2021 See more dates

Image capture: Mar 2021 © 2023 Google



Approved  
2023-A-496-00010  
Eugene Kissner  
4/11/2023



Highland Beach, Florida

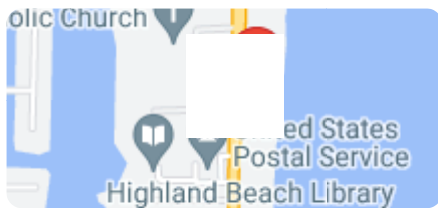
Google Street View

Mar 2021

See more dates



Image capture: Mar 2021 © 2023 Google



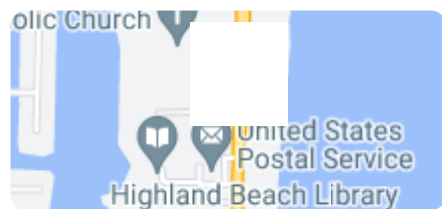
Approved  
2023-A-496-00010  
Eugene Kissner  
4/11/2023





Highland Beach, Florida  
Google Street View  
Mar 2021 See more dates

Image capture: Mar 2021 © 2023 Google



Approved  
2023-A-496-00010  
Eugene Kissner  
4/11/2023

August 25, 2015

Frank Antonacci  
15 Mullen Road  
Enfield, CT 06082

Re: 3711 Ocean South-3, LLC Purchase from Estate of Sheila Germain

Dear Frank:

Enclosed is Old Republic National Title Insurance Company Owner's Title Insurance Policy which has been issued in connection with the above-referenced transaction. I also enclose the original Personal Representative's Deed, and two (2) Quit Claim Deeds which were required in order to convey title.

Please keep these instruments in a secure location as they evidence and insure the LLC's interest in the subject property.

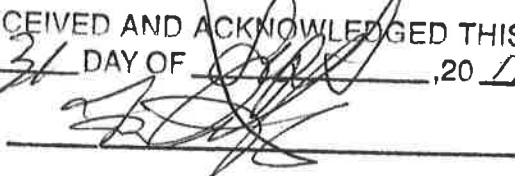
Kindly acknowledge receipt of the above-identified documents by signing a copy of the enclosed letter and returning it to me in the envelope provided.

Very truly yours,



Edward B. Cohen

EBC/gla  
Enclosures

RECEIVED AND ACKNOWLEDGED THIS  
31 DAY OF SEP, 20 15  
BY: 

*OWNER'S POLICY OF TITLE INSURANCE*  
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

*(Covered Risks continued)*

*In Witness Whereof*, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
*A Stock Company*  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111



By  President

Attest  Secretary

**S E R I A L**  
**OF6-8294003**



# Old Republic National Title Insurance Company

## OWNER'S POLICY Schedule A

Policy No.:  
OF6-8294003

Date of Policy:  
July 2, 2015 @ 09:52 AM

Agent's File Reference:  
12550-53339

Amount of Insurance: \$5,500,000.00

Premium: \$16,200.00

Address Reference: 3521 & 3519 So Ocean Blvd., Highland Beach, FL 33487

1. Name of Insured: 3711 OCEAN SOUTH-3, LLC
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded in Official Records Book 27644, Page 511, of the Public Records of Palm Beach County, Florida and in Official Records Book 27644, Page 513, of the Public Records of Palm Beach County, Florida and in Official Records Book 27644, Page 515, of the Public Records of Palm Beach County, Florida.
3. Title is vested in: 3711 OCEAN SOUTH-3, LLC
4. The Land referred to in this policy is described as follows:

**Parcel 1:**

The South 60 feet of the North 180 feet of the South 770 feet of Government Lot 4, Section 33, Township 46 South, Range 43 East, lying between the East Right-of-Way line of State Road A-1-A and the Atlantic Ocean, Palm Beach County, Florida.

**Parcel 2:**

The South Sixty feet (S. 60 feet) of the North One Hundred Twenty feet (N. 120 feet) of the South Seven Hundred Seventy feet (S. 770 feet) of Government Lot 4, Section 33, Township 46 South, Range 43 East, lying East of State Road A-1-A.

### Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

Agent No.: 16501

CIKLIN LUBITZ  
& O'CONNELL

By: Its Partner  
ROBERT L. CRANE, P.A.

Issuing Agent:  
CIKLIN LUBITZ  
& O'CONNELL  
515 North Flagler Drive  
20th Floor  
West Palm Beach, FL 33401

By:   
Robert L. Crane, President

# Old Republic National Title Insurance Company

## OWNER'S POLICY Schedule B

Policy No.:  
OF6-8294003

Agent's File Reference:  
12550-53339

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes for the year of the Date of Policy and taxes or special assessments which are not shown as existing liens by the Public Records.
2. ~~Rights or claims of parties in possession not recorded in the Public Records.~~
3. ~~Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.~~
4. ~~Easements, or claims of easements, not recorded in the Public Records.~~
5. ~~Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.~~
6. ~~Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.~~
7. Declaration of Covenants and Restrictions as to use recorded in O.R. Book 6522, Page 1772, Public Records of Palm Beach County, Florida. (Parcel 2)
8. Riparian and littoral rights are not insured. (Parcels 1 and 2)
9. The rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary lines separating the publicly used area from the upland private area. (Parcels 1 and 2)
10. This policy does not insure any portion of the insured parcel lying waterward of the mean-high water line of the Atlantic Ocean. (Parcels 1 and 2)
11. GENERAL EXCEPTIONS 2, 3, 4, 5 AND 6, ABOVE, ARE HEREBY DELETED.
12. This Policy does not insure against loss or damage by reason of the following exceptions: Any rights, easements, interest or claims which may exist by reason of, or reflected by, the following facts shown on the Survey prepared by Accurate Land Surveyors, Inc., dated July 20, 2015, bearing Job Number SU-15-2664: (1) Paver driveway over the Westerly boundary of Parcel 1. (2) Concrete driveway over the Westerly boundary of Parcel 2. (3) Concrete wall over the Southerly boundary of Parcel 2.

- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

### CONDITIONS

#### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,

- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
  - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
  - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
  - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
  - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
  - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
  - (j) "Title": The estate or interest described in Schedule A.
  - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks,

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### 14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

#### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

#### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### 17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

Old Republic National  
Title Insurance Company

OWNER'S  
TITLE INSURANCE  
POLICY



For information about coverage or  
assistance in resolving complaints,  
call (612) 371-1111.

Offices at  
400 Second Avenue South  
Minneapolis, Minnesota 55401

CFN 20150246050  
OR BK 27644 PG 0511  
RECORDED 07/02/2015 09:52:26  
Palm Beach County, Florida  
AMT 5,500,000.00  
Doc Stamp 38,500.00  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0511 - 512; (2pgs)

Prepared by and return to:

Will Call No.: 69/aza

Robert L. Crane, Esq.  
Ciklin Lubitz & O'Connell  
515 North Flagler Drive 20th Floor  
West Palm Beach, FL 33401  
File Number: 12550-53339

*The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument was \$5,500,000.00.*

[Space Above This Line For Recording Data]

## Personal Representative's Deed

This Personal Representative's Deed made as of the 1st day of July, 2015 between Anthony Lynch, as Personal Representative of the Estate of Sheila A. Germain, deceased, whose post office address is c/o Ciklin Lubitz & O'Connell, 515 N. Flagler Drive, 20th Floor, West Palm Beach, FL 33401, Grantor, and 3711 OCEAN SOUTH-3, LLC, a Florida limited liability company, whose post office address is 15 Mullen Road, Enfield, Ct. 06082, Grantee:

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantees heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

### Parcel 1:

The South 60 feet of the North 180 feet of the South 770 feet of Government Lot 4, Section 33, Township 46 South, Range 43 East, lying between the East Right-of-Way line of State Road A-1-A and the Atlantic Ocean, Palm Beach County, Florida.

Parcel Identification Number: 24-43-46-33-00-004-0150

### Parcel 2:

The South Sixty feet (S. 60 feet) of the North One Hundred Twenty feet (N. 120 feet) of the South Seven Hundred Seventy feet (S. 770 feet) of Government Lot 4, Section 33, Township 46 South, Range 43 East, lying East of State Road A-1-A.

Parcel Identification Number: 24-43-46-33-00-004-0130

**SUBJECT TO:** Comprehensive land use plans, zoning, and other land use restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the Plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry, unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear and front lines and 7-1/2 feet in width as to side lines); none of the foregoing of which are reimposed hereby; and taxes for the year of closing and subsequent years.



Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor warrants the title to said land for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through, or under Grantor.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

① x Linda Chadwick  
Witness Name: x LINDA CHADWICK

x Anthony Lynch  
Anthony Lynch, as Personal Representative of the Estate of  
Sheila A. Germain, deceased

② x Andrew Clarkson Wright  
Witness Name: x ANDREW CLARKSON WRIGHT  
Notary Public duly authorised admitted and sworn

United Kingdom  
State of x Orpington  
County of x Kent, England

The foregoing instrument was acknowledged before me this 29 day of June, 2015 by Anthony Lynch, as Personal Representative of the Estate of SHEILA GERMAIN, deceased, who [ ] is personally known to me or [x] has produced his UK passport as identification.

x Andrew Clarkson Wright  
Notary Public ANDREW CLARKSON WRIGHT  
Printed Name: x  
Notary Public duly authorised admitted and sworn  
My Commission Expires: x on my death



Valiant House  
12 Knoll Rise  
Orpington  
Kent BR6 0PG  
ENGLAND

Approved  
2023-A-496-00010  
Eugene Kissner  
4/11/2023  
DoubleTime

CFN 20150246051  
OR BK 27644 PG 0513  
RECORDED 07/02/2015 09:52:26  
Palm Beach County, Florida  
AMT 10.00  
Doc Stamp 0.70  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0513 - 514; (2pgs)

Prepared by and return to:

Will Call No.: 69/aza

Robert L. Crane, Esq.  
Ciklin Lubitz & O'Connell  
515 North Flagler Drive 20th Floor  
West Palm Beach, FL 33401  
File Number: 12550-53339

[Space Above This Line For Recording Data]

## Quit Claim Deed

**This Quit Claim Deed** made as of the 1st day of July, 2015 between Sheila Maloney, being the beneficiary under the Will of Sheila A. Germain, deceased, whose post office address is c/o Ciklin Lubitz & O'Connell, 515 N. Flagler Drive, 20th Floor, West Palm Beach, FL 33401, Grantor, and 3711 OCEAN SOUTH-3, LLC, a Florida limited liability company, whose post office address is 15 Mullen Road, Enfield, Ct. 06082, Grantee:

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

The South Sixty feet (S. 60 feet) of the North One Hundred Twenty feet (N. 120 feet) of the South Seven Hundred Seventy feet (S. 770 feet) of Government Lot 4, Section 33, Township 46 South, Range 43 East, lying East of State Road A-1-A.

Parcel Identification Number: 24-43-46-33-00-004-0130

**SUBJECT TO:** Comprehensive land use plans, zoning, and other land use restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the Plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry, unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear and front lines and 7-1/2 feet in width as to side lines); none of the foregoing of which are reimposed hereby; and taxes for the year of closing and subsequent years.

Grantor warrants that at the time of this conveyance, the subject property is not her homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of her homestead property.

**To Have and to Hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.



CFN 20150246052  
CR BK 27644 PG 0515  
RECORDED 07/02/2015 09:52:26  
Palm Beach County, Florida  
AMT 10.00  
Doc Stamp 0.70  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0515 - 516; (2pgs)

Prepared by and return to:

Will Call No.: 69/aza

Robert L. Crane, Esq.  
Ciklin Lubitz & O'Connell  
515 North Flagler Drive 20th Floor  
West Palm Beach, FL 33401  
File Number: 12550-53339

[Space Above This Line For Recording Data]

## Quit Claim Deed

**This Quit Claim Deed** made as of the 1st day of July, 2015 between William Magill, Sr., Thomas Magill, Sr. and Kenneth Magill, being the beneficiaries under the Will of Sheila A. Germain, deceased, whose post office address is c/o Ciklin Lubitz & O'Connell, 515 N. Flagler Drive, 20th Floor, West Palm Beach, FL 33401, collectively the Grantor, and 3711 OCEAN SOUTH-3, LLC, a Florida limited liability company, whose post office address is 15 Mullen Road, Enfield, Ct. 06082, Grantee:

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

The South 60 feet of the North 180 feet of the South 770 feet of Government Lot 4, Section 33, Township 46 South, Range 43 East, lying between the East Right-of-Way line of State Road A-1-A and the Atlantic Ocean, Palm Beach County, Florida.

Parcel Identification Number: 24-43-46-33-00-004-0150

**SUBJECT TO:** Comprehensive land use plans, zoning, and other land use restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the Plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry, unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear and front lines and 7-1/2 feet in width as to side lines); none of the foregoing of which are reimposed hereby; and taxes for the year of closing and subsequent years.

William Magill, Sr., Thomas Magill, Sr., and Kenneth Magill warrant that at the time of this conveyance, the subject property is not their homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of their homestead property.

**To Have and to Hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Witnesses as to Anthony Lynch, as attorney-in-fact for William Magill, Sr., Thomas Magill, Sr., and Kenneth Magill

① x Linda Schachinile  
Witness Name: x LINDA CHADWICK

② x [Signature]  
Witness Name: x

ANDREW CLARKSON WRIGHT  
Notary Public duly authorised admitted and sworn

William Magill Sr. by Anthony Lynch,  
his attorney in fact.  
x  
William Magill, Sr., by Anthony Lynch, his attorney in fact

Thomas Magill Sr. by Anthony Lynch,  
his attorney in fact.  
x  
Thomas Magill, Sr., by Anthony Lynch, his attorney in fact

Kenneth Magill Sr. by Anthony Lynch,  
his attorney in fact.  
x  
Kenneth Magill, by Anthony Lynch, his attorney in fact

United Kingdom  
State of x Orpington  
County of x Kent England

The foregoing instrument was acknowledged before me this 29 day of June, 2015 by Anthony Lynch, as attorney-in-fact for William Magill, Sr., Thomas Magill, Sr. and Kenneth Magill, who [ ] is personally known to me or [x] has produced his UK passport as identification.

[Signature]  
Notary Public  
ANDREW CLARKSON WRIGHT  
Printed Name: x Notary Public duly authorised admitted and sworn  
My Commission Expires: x on my death



Valiant House  
12 Knoll Rise  
Orpington  
Kent BR6 0PG  
ENGLAND

Approved  
2023-A-496-00010  
Eugene Kissner  
DoubleTime  
4/11/2023

**SPECIAL PROVISIONS/CONDITIONS  
ROADWAY ACCESS PERMITS  
ATTACHMENT "A"**

Permittee will provide the necessary densities in accordance with the Department's current edition of the Standard Specifications for Road & Bridge Construction prior to final acceptance by the Department.

It is the Permittee's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right of Way from the Department prior to usage.

All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Standard Plans (102-600 series). The Operations Engineer or his designee reserves the right to direct the removal/relocation modification of any traffic device(s) at the Permittee's sole expense.

Restricted Hours for Single Lane Closures:  
9 am to 3:30 pm & 7 pm to 6 am, Monday through Friday, (No Weekends)  
Multi-Lane Closure must occur during nighttime hours only, Monday through Friday, (No Weekends) unless otherwise approved by the Local Operations Engineer or designee.

Permittee will restore the Right of Way as a minimum, to its original condition or better in accordance w/FDOT's Standard Specifications for Road & Bridge Construction or as directed by the Resident Operations Engineer.

Permittee will construct the first five (5') feet of The driveway connection adjacent to E.O.P. From the travel lane consisting of 15" limerock base on compacted subsoil and 3" of Type SP 12.5 asphalt. Grade from E.O.P. will be at 6% to the center of swale.

**PERMITTEE: PLEASE NOTE:**  
Permittee's contractors that are performing permitted work activities shall provide the Department (Permits Office) proof of a proper State contractor's license and certificate of liability insurance prior to any commencement of permitted work.

Permittee shall coordinate all work with Louis Berger @ 1-888-238-6215, Extension 701 or email: [US1-A1A-Permits@louisberger.com](mailto:US1-A1A-Permits@louisberger.com)  
Coordination will include a Pre-construction meeting.

**SEE ATTACHMENT C**

**Note:**  
A staff member of the Permittee/UAO shall attend all required FDOT field meetings and/or inspections.

## ATTACHMENT C

### LCIS LANGUAGE FOR PLANNED LANE CLOSURES

Prior to any work requiring **planned lane closures, mobile operations, or traffic pacing operations** the Contractor or Permittee shall submit a request to the LCIS system. Each request will be reviewed by the appropriate Department personnel for compliance with permit requirements, **and coordination with adjacent projects or work activities.**

All lane closure approvals **shall be obtained prior** to establishing pre work meetings in the field. All submissions should be made a **minimum of 14 days prior to proposed closure date** and must be approved by the Department before work requiring the closure may begin within FDOT Right of Way.

### LCIS SYSTEM

Please register all requests at <https://LCISV2.com/home>. See guidelines below:

- Create new Username and Password  
  
you will receive status updates via email which may be routed to users' junk mail.
- Select N/A for proposed County and City (**not set up currently**)
- Select state roadway # (**EX. SR786**)
- All attachments uploaded **shall be in PDF format only**
- Work events lasting longer than 2 weeks, should include a detailed work schedule (**PDF**)
- Select timeframe. **Time will automatically default to 5AM unless manually changed.** Select the pencil on the top right to edit work event times.  
  
work event hours, and road closures cannot be requested for more than 7 hours per day.
- Closure locations must be detailed. (**EX. Eastbound Glades Rd at the intersection of St. Andrews BLVD.**)
- Work description shall include the following:
  1. Full FDOT permit number associated with lane closure (**Ex. 2018-H-496-0001-93001**)
  2. Type of work being performed (**EX. gas line installation or directional bore**)
  3. Contact information for Agent in field as well as Project Manager

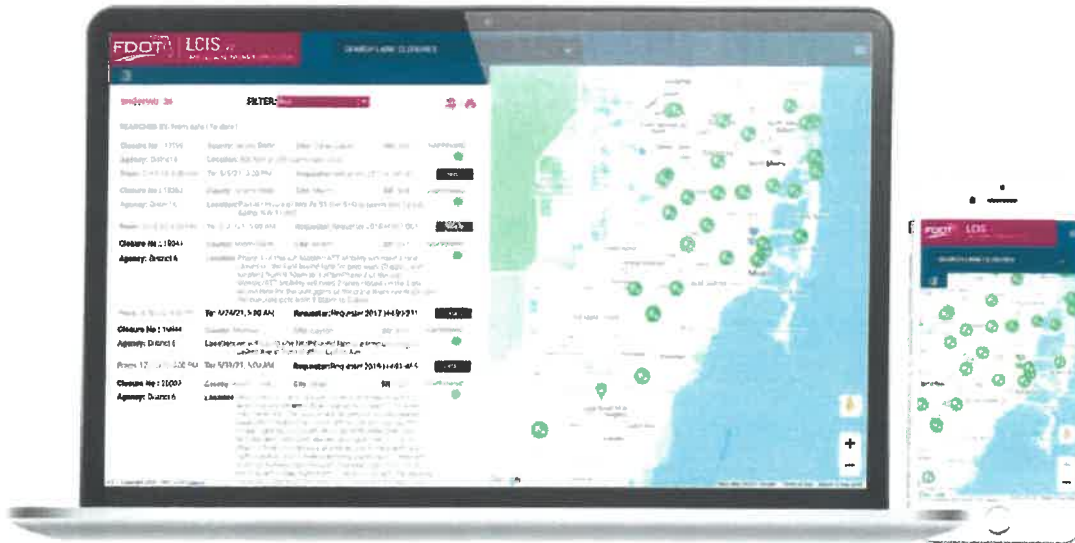
**\*\*PLEASE NOTE\*\***

Requests are for Palm Beach County **ONLY**

Contact Carmen Beltran for questions or assistance. Email : [Carmen.beltran@dot.state.fl.us](mailto:Carmen.beltran@dot.state.fl.us) Phone: (954)847-2785

May 2021

# INTRODUCING THE NEW LANE CLOSURE INFORMATION SYSTEM (LCISv2)



The Traffic Operations team is pleased to announce the soft launch of LCISv2 (Beta 2.1), improving the system used so far. Please note that the system is still under test and there are many closures used as a test mode.

**VISIT LCISv2**

## TO START USING THE SYSTEM FOLLOW THE STEPS BELOW:

### STEP 1

In your browser visit: <https://LCISv2.com>, then click on "Register" at top right, to register. Please use a real email address.

### STEP 2

Then, to create a request, click on "New Request", complete the required fields and submit your request. Note that to submit your request, you need to select who will be your first Reviewer. The system will send you a confirmation to your email address.

### STEP 3

After receiving the email confirmation, you can check the status of your request by clicking on the "Dashboard". Here you will be able to see all the closures related to your user.

*Note that without logging into the system, you can view all closures that have already been approved by our office.*

## FOR QUESTIONS OR COMMENTS, PLEASE CONTACT:

✉ Alejandro Diaz, Sr. Software Engineer & System Administrator  
[Alejandro.Diaz@dot.state.fl.us](mailto:Alejandro.Diaz@dot.state.fl.us)

✉ Saud Khan, District Six Maintenance of Traffic Specialist  
[Saud.Khan@dot.state.fl.us](mailto:Saud.Khan@dot.state.fl.us)

Approved  
2023-A-496-00010  
Eugene Kissner  
4/11/2023

# NON-UTILITY WORK PERMITS

## (a) DOCUMENTS REQUIRED PRIOR TO A PRE-CON MEETING:

**\*\*UPLOAD INTO OSP - Pdf Format; 1 pdf file combine All please**

- Certificate of Liability Insurance naming **FDOT** as the **Certificate Holder** with our address as follows:

Fla. Dept. of Transportation  
Palm Beach Operations Center  
7900 Forest Hill Blvd. West Palm Beach, FL 33413

\* Be sure to enter the **entire Permit number** in the **Description of Operations Section**  
**Example:** 2014-H-496-0188-93060\_ \****Must be typed in by Liability Company; handwritten will not be accepted.*** Also, please include the **Additionally Insured** rider pages.

- All Contractor's / Sub Contractor's Licenses
- All Contractor's / Sub Contractor's Local Business Tax Receipt
- Contractor's Work Site Safety Supervisor's Advanced MOT Certificate - **with his/her email address and a 24/7 contact number attached to the certificate.**

## (b) DOCUMENTS REQUIRED PRIOR TO FINAL INSPECTION:

**\*\*UPLOAD INTO OSP - Pdf Format; 1 pdf file combined for all docs, except the As Built & Certification Letter please submit these two docs separately.**

(\* As Applicable to Your Permit \*)

- Permit Final Inspection Certification Letter
- Request for Final Inspection Letter
- Directional Bore Logs
- Density Reports
- As Built Plans (**w/Plan & Section Views for ALL Bores**)
- Producers Certification for Concrete CL I NS 2500 psi (sidewalk, curb & gutter, ditch pavement & traffic separator)
- Asphalt Tickets  
\***Include SP & FC types/thickness used on Excavation Restoration and Milled & Resurfaced area.**

**\*\*\*OSP WEB URL: <https://osp.fdot.gov>\*\*\***

**\*NOTE:** As mandated by our Legal Department; **All Contractors/Sub Contractors** working within or adjacent to the Department's Right of Way must furnish a Certificate of Liability Insurance naming the **Department as the Certificate Holder**, as well as on the **Additionally Insured Rider policy** (in accordance with FDOT Standard Specifications Section 7).

We also need their **License & Local Business Tax Receipt and their MOT Cert unless MOT is being done by the Prime Contractor.**

If you have any further concerns, please do not hesitate to contact us at your earliest convenience.

**Eugene Kissner-Permits Manager**

Approved  
2023-A-496-00010  
Eugene Kissner  
4/11/2023

**File Attachments for Item:**

D. Resolution No. 2023-016 / 3521 South Ocean Blvd.

A Resolution of the Town Commission of the Town of Highland Beach, Florida, authorizing the Mayor to execute amendment number seven (7) of the State of Florida Department of Transportation (FDOT) District Four (4) Landscape Inclusive Memorandum of Agreement on behalf of the Town of Highland Beach, Florida and providing for an effective date.





# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** September 19, 2023

**SUBMITTED BY:** Ingrid Allen, Town Planner, Building Department

**SUBJECT:** Amendment Number Seven (7) to the Florida Department of Transportation’s Landscape Inclusive Memorandum of Agreement for the property located 3521 South Ocean Boulevard

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**SUMMARY:**

On July 20, 2017, the Florida Department of Transportation (FDOT) and the Town of Highland Beach entered into a Landscape Inclusive Maintenance Memorandum of Agreement (“Agreement”) for the purpose of maintaining landscape improvements on State Road A1A (South Ocean Boulevard). Since the execution of this Agreement, there have been six (6) amendments to the Agreement as follows:

AMENDMENT NUMBER	LOCATION	FDOT PERMIT NO.	DATE OF EXECUTED AMENDMENT
1	3615 S. Ocean Blvd.	2019-L-496-00005	February 5, 2020
2	Several (crosswalks)	2020-L-496-00002	February 19, 2020
3	2352 S. Ocean Blvd.	2020-L-496-00005	December 21, 2020
4	2500 S. Ocean Blvd.	2021-L-496-00004	January 21, 2022
5	4005 S. Ocean Blvd.	2022-L-496-00008	September 13, 2022
6	3805 S. Ocean Blvd.	2023-L-496-00004	August 26, 2023

Landscaping improvements are proposed to be installed in FDOT’s Right-of-Way (ROW) along State Road A1A at 3521 South Ocean Boulevard and therefore an amendment (No. 7) to the Agreement is required. While this amendment to the Agreement indicates that the Town will maintain the additional landscape improvements, Section 28-10(a) of the Town Code of

---



Ordinances, requires the property owner to be responsible for the maintenance of all landscaping on adjacent public rights-of way as follows:

**Sec. 28-10. - Maintenance standards for cultivated landscape areas.**

*(a) General: The owner, and/or lessee of land subject to this chapter shall be responsible for the maintenance of all landscaping located on their property and on adjacent public rights-of-way, which shall be maintained in good condition so as to present a healthy, neat and orderly landscape area which shall include, but not be limited to, weeding, mulching, fertilizing, pruning, mowing, and edging as generally set forth in this section.*

At the July 13, 2023 Planning Board (“Board”) meeting, the Board granted site plan approval for a new three-story, 3,997 square foot single family residence at the property (Development Order No. 22-0012). This site plan approval included a landscape plan for the property and the adjacent FDOT ROW. The ROW landscaping approved by the Board is consistent with the ROW landscaping plan approved by FDOT via permit number 2023-L-496-00006 (Note that FDOT conditionally approved the ROW landscaping subject to approval by the Town Commission). It is worth noting that aside from specimen or historic trees, Section 20-124(a) of the Town Code exempts single-family homes from the tree removal regulations of Chapter 20, Article IV (Resource Protection Standards).

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Aerials

Resolution

Amendment Number seven (7) to FDOT Landscape Inclusive Memorandum of Agreement.  
FDOT Inclusive Landscape Maintenance Memorandum of Agreement – July 20, 2017.

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**RECOMMENDATION:**

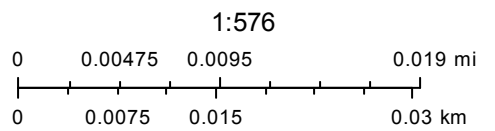
At the discretion of the Town Commission

3521 South Ocean Blvd.



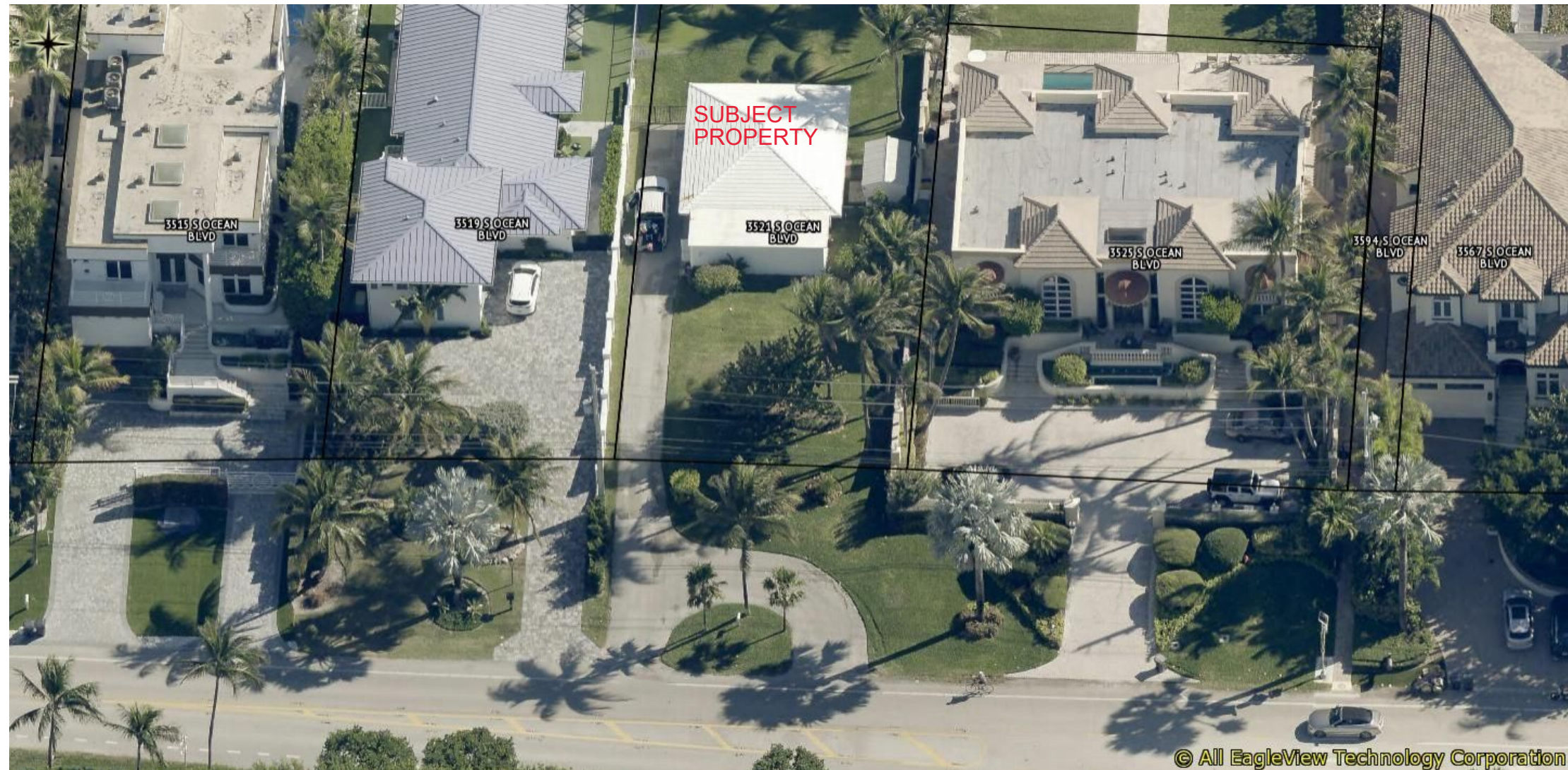
Palm Beach County  
None

June 20, 2023





# 3521 South Ocean Blvd (Front)





**TOWN OF HIGHLAND BEACH  
RESOLUTION NO. 2023-025**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER SEVEN (7) TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT FOUR (4) LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT ON BEHALF OF THE TOWN OF HIGHLAND BEACH, FLORIDA AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on July 20, 2017, the Town of Highland Beach entered into a Landscape Inclusive Maintenance Memorandum of Agreement with the Florida Department of Transportation (FDOT), District four (4), for the purpose of maintaining landscape improvements by the Town on State Road A1A (South Ocean Boulevard); and

**WHEREAS**, since the execution of the Landscape Inclusive Maintenance Memorandum of Agreement, there have been six (6) amendments to the Agreement which were executed on February 5, 2020 (FDOT Permit No. 2019-L-496-00005), February 19, 2020 (FDOT Permit No. 2020-L-496-00002), December 21, 2020 (FDOT Permit No. 2020-L-496-00005), January 21, 2022 (FDOT Permit No. 2021-L-496-00004), September 13, 2022 (FDOT Permit No. 2022-L-496-00008), and August 26, 2023 (FDOT Permit No. 2023-L-496-00004) respectively; and

**WHEREAS**, new landscaping improvements (FDOT Permit No. 2023-L-496-00006) are proposed to be installed in the right-of-way of State Road A1A at 3521 South Ocean Boulevard; and

**WHEREAS**, these new landscaping improvements, as noted above, require an amendment to the Landscape Inclusive Maintenance Memorandum of Agreement whereby the Town and FDOT agree to the installation of the improvements at 3521 South Ocean Boulevard; and

**WHEREAS**, the purpose of this Resolution is to authorize the Mayor to execute on behalf of the Town, the amendment to the Landscape Inclusive Maintenance Memorandum of Agreement attached to this Resolution; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** The recitations set forth above are true, accurate and correct and are incorporated herein.

**Section 2.** That the Mayor is authorized to execute amendment number seven (7) to the State of Florida Department of Transportation Landscape Inclusive Memorandum of Agreement attached to this Resolution and made a part hereof.

**Section 3.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 4.** This Resolution shall be effective immediately upon adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
Natasha Moore, Mayor

**REVIEWED FOR LEGAL SUFFICIENCY**

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Glen Torcivia, Town Attorney  
Town of Highland Beach

**VOTES:**

**YES NO**

Mayor Natasha Moore  
Vice Mayor David Stern  
Commissioner Evalyn David  
Commissioner Donald Peters  
Commissioner Judith M. Goldberg

**SECTION: 93060000**  
**STATE ROAD: A1A**  
**PERMIT: 2023-L-496-00006**  
**COUNTY: PALM BEACH**

**AMENDMENT NUMBER SEVEN (7) TO  
FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FOUR (4)  
LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AMENDMENT** Number Seven (7) to the Agreement dated July 20, 2017, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT** and the **TOWN OF HIGHLAND BEACH**, a municipal corporation of the State of Florida, hereinafter called the **AGENCY**.

**WITNESSETH**

**WHEREAS**, the parties entered into the Landscape Inclusive Maintenance Memorandum of Agreement dated, July 20, 2017 for the purpose of maintaining the landscape improvements by the AGENCY on State Road A1A (South Ocean Boulevard); and,

**WHEREAS**, the DEPARTMENT and the AGENCY have agreed to add additional landscape by permit to be installed on State Road A1A (South Ocean Boulevard) in accordance with the above referenced Agreement; and,

**NOW THEREFORE**, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Pursuant to Page 7, Paragraph 7 of the Landscape Inclusive Maintenance Memorandum of Agreement for State Road A1A (South Ocean Boulevard) dated July 20, 2017, the DEPARTMENT will allow an adjacent property owner to construct additional landscape improvements or to modify an improvement as indicated in **Exhibit "A"**, State Road A1A (South Ocean Boulevard) from M.P. 6.303 to M.P. 6.314. In accordance with the plans attached as **Exhibit "B"**.
2. The AGENCY shall agree to maintain the additional landscape improvements in the Agreement described above according to Part I of the Maintenance Plan, Exhibit "E" of the original agreement and Part II as follows:



**Part II - Specific Project Site Maintenance Requirements and Recommendations:**

1. The landscape design intent at the front of the property is to minimize the impact in the right of way.
2. To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
3. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain an 8" setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.
4. Maintain the vertical height of Big Blue Liriope at natural height (no trimming required).
5. Inspect groundcovers and shrubs on a monthly basis for maintaining full ground coverage.
6. Evaluate plant material on a monthly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
7. Concrete pavers shall be inspected on a monthly basis for aesthetic appearance and safety conditions. Address any issues identified by repairing or replacing those specific locations. To maintain the overall aesthetic appearance and safety of the concrete pavers they shall be cleaned on a twice-yearly basis to prevent mold, dirt, oil, and gum build up. Joints and cracks in concrete, patterned concrete or asphalt, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a monthly basis to keep those areas free of weeds.
8. Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

Except as modified by this Amendment, all terms and conditions of the original Agreement and all Amendments thereto shall remain in full force and effect.

**LIST OF EXHIBITS**

Exhibit A - Landscape Improvements Maintenance Boundaries Limits

Exhibit B - Landscape Improvement Plans

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the day and year first written above.

**TOWN OF HIGHLAND BEACH**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairperson / Mayor / Manager

Attest: \_\_\_\_\_ (SEAL)  
Town Clerk

Legal Approval: \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Transportation Development Director

Attest: \_\_\_\_\_ (SEAL)  
Executive Secretary

Legal Review: \_\_\_\_\_  
Office of the District General Counsel



**SECTION: 93060000**  
**STATE ROAD: A1A**  
**PERMIT: 2023-L-496-00006**  
**COUNTY: PALM BEACH**

**EXHIBIT A**

**LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES LIMITS**

**I. ORIGINAL INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS:**

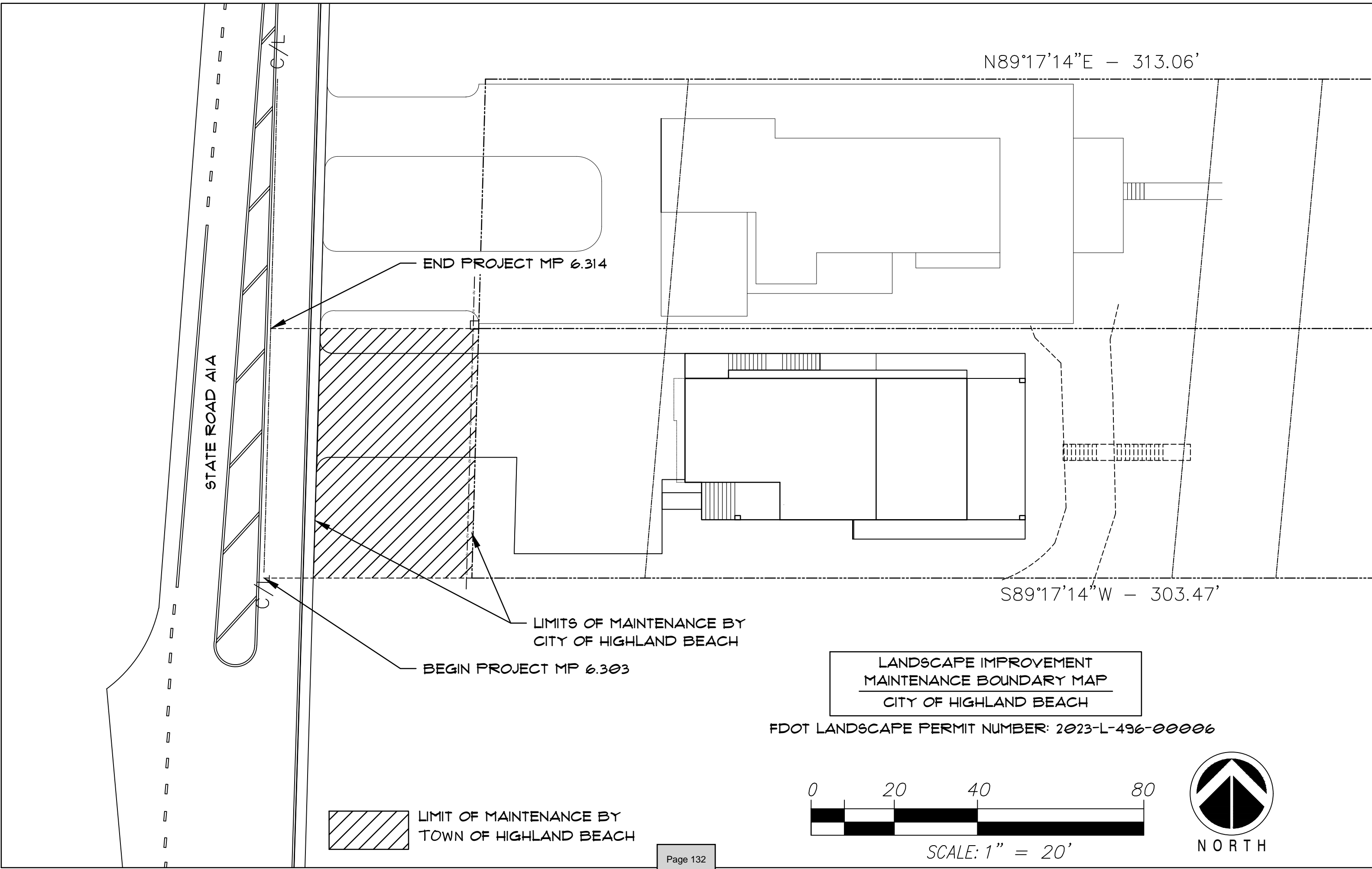
State Road A1A (South Ocean Boulevard) from approximately ¼ mile North of Spanish River Blvd (M.P. 4.868) to approximately ½ mile South of Linton Blvd (M.P. 7.711)

**II. LANDSCAPE PERMIT PROJECT LIMITS (THIS PROJECT):**

State Road A1A (3521 South Ocean Boulevard) from M.P. 6.303 to M.P. 6.314

See attached map\*

\*All other limits of the original agreement and amendments shall apply



N89°17'14"E - 313.06'

END PROJECT MP 6.314

STATE ROAD AIA


LIMITS OF MAINTENANCE BY CITY OF HIGHLAND BEACH

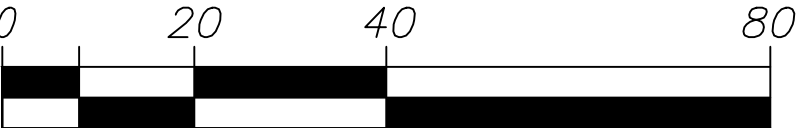
BEGIN PROJECT MP 6.303

S89°17'14"W - 303.47'

LANDSCAPE IMPROVEMENT  
 MAINTENANCE BOUNDARY MAP  
 CITY OF HIGHLAND BEACH

FDOT LANDSCAPE PERMIT NUMBER: 2023-L-496-00006

 LIMIT OF MAINTENANCE BY TOWN OF HIGHLAND BEACH



SCALE: 1" = 20'



NORTH

**SECTION: 93060000**  
**STATE ROAD: A1A**  
**PERMIT: 2023-L-496-00006**  
**COUNTY: PALM BEACH**

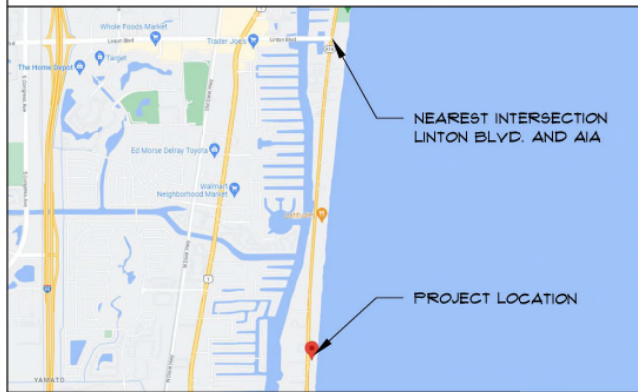
**EXHIBIT B**

**LANDSCAPE IMPROVEMENT PLANS**

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Michael Flaugh, PLA  
Michael Flaugh Landscape Architect  
May 8, 2023

**LOCATION MAP:**



NEAREST INTERSECTION  
LINTON BLVD. AND AIA

PROJECT LOCATION

**FDOT ROADWAY INFORMATION**

- STATE ROAD AIA (SOUTH OCEAN BLVD.)
- ROADWAY ID: 9306000
- 35 MPH DESIGN SPEED
- SIGHT DISTANCE DESIGN CRITERIA
- DESIGN SPEED 35 MPH
- PASSENGER VEHICLE
- D: 390
- DL: 215
- DR: 175

**DESIGN PROFESSIONALS**

**LANDSCAPE ARCHITECT**  
MICHAEL FLAUGH LA  
3744 SE OCEAN BLVD.  
STUART FL, 34996

**IRRIGATION DESIGNER**  
ROY TVEITE  
RT IRRIGATION DESIGN  
P.O. BOX 650622  
VERO BEACH FL, 32965

**LOCAL OFFICIAL**

HIGHLAND BEACH  
TOWN PLANNER  
INGRID ALLEN  
3614 SOUTH OCEAN BLVD.  
HIGHLAND BEACH, FL 33487

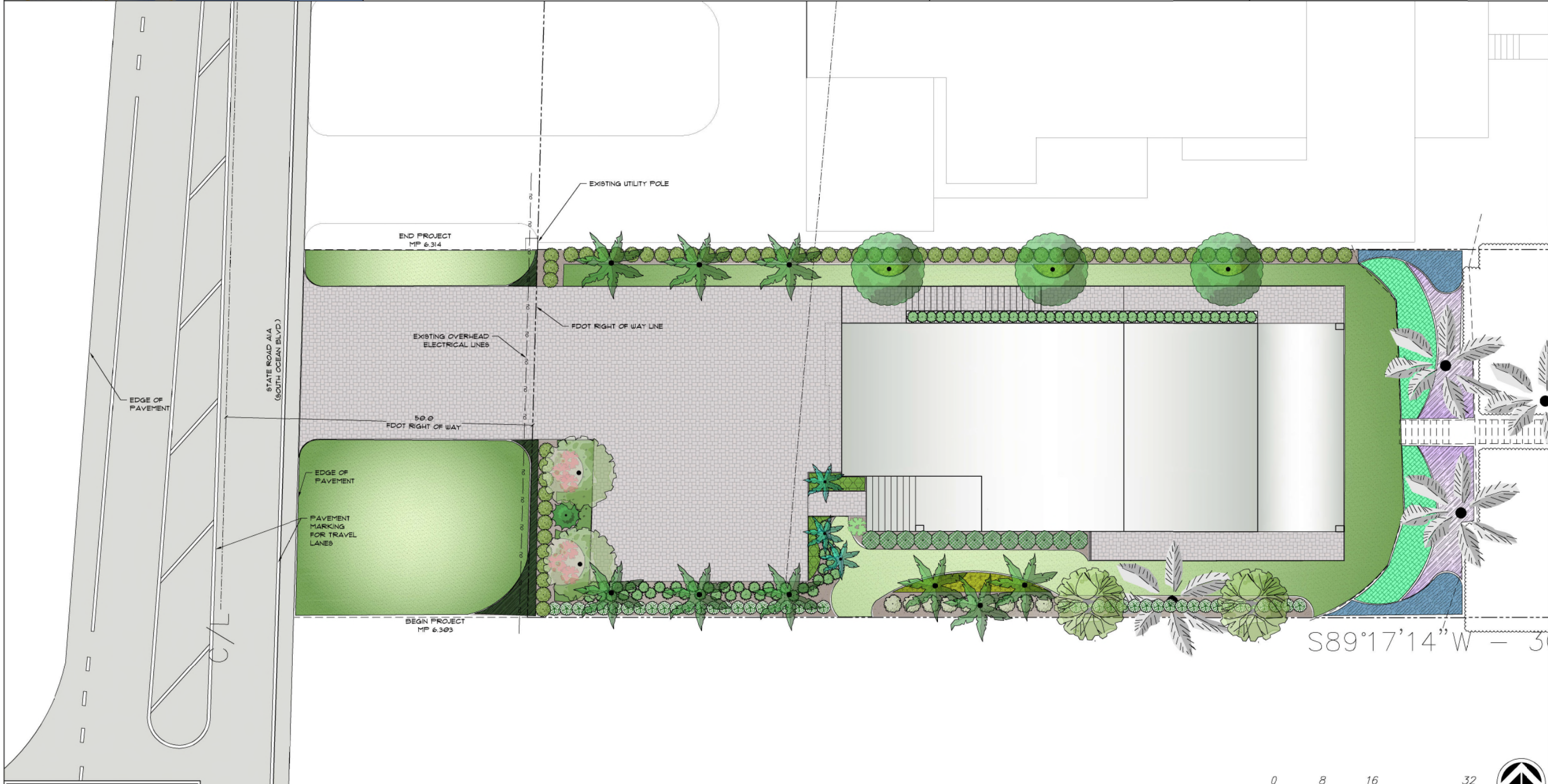
**TABLE OF CONTENTS:**

- T1 - TITLE SHEET
- L1 - SITEWORK PLAN
- L2 - PLANTING PLAN
- L3 - PLANT SCHEDULE / PLANT PICTURES
- L4 - PLANTING DETAILS AND SPECIFICATIONS
- IR-1 IRRIGATION PLAN
- IR-2 IRRIGATION DETAILS
- IR-3 IRRIGATION DETAILS

Michael Flough  
LANDSCAPE ARCHITECT

FL Reg. # LA-0001728  
772.419.0024  
Stuart  
flougl.com/pract/Michael-Flough www.MikeFloughLA.com

Sheet  
T1  
Title Sheet



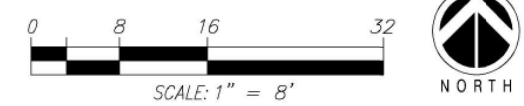
Landscape Plan  
**NEW RESIDENCE**  
3521 S Ocean Blvd., Highland Beach, FL 33487

Michael Flough  
Digitally signed  
by Michael Flough  
Date: 2023.05.08  
15:27:15 -04'00'



Date: 07/27/2021  
Design by: MF,PA  
Reviewed by: MF  
Scale: 1"=8'  
Revised: 08/17/2021,  
01/16/2023, 02/15/2023,  
03/17/2023, 05/08/2023

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BEFORE YOU DIG  
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www.callsunshine.com



FDOT LANDSCAPE PERMIT NUMBER:  
2023-L-436-00006







**FDOT GENERAL NOTES**

- GOVERNING STANDARD PLANS:  
Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs) are available at the following website: <https://www.floridadot.org/design/standardplans>
- GOVERNING STANDARD SPECIFICATIONS:  
Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website: <https://www.floridadot.gov/programmanagement/implemented/specbooks>
- Contractor shall repair all damage done to FDOT property during demolition, relocation &/or installation activities at his sole expense.
- Any plant material substitution within or impacting the FDOT Right of Way whether requested by the Contractor, Owner, Landscape Architect or other will need to get approval from the FDOT District Landscape Architect.
- Architectural Pavers installation for sidewalks, medians, driveways, or roadways within the FDOT right of way shall comply with current FDOT Standard Specification 526.  
Online Reference: [https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2023-24/fy2023-24ebook.pdf?sfvrsn=6b69416d\\_6](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2023-24/fy2023-24ebook.pdf?sfvrsn=6b69416d_6)
- Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost & expense from the site to the FDOT Palm Beach Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.

**FDOT PLANTING NOTES**

- For the portion of landscape plant material that will be installed within the FDOT Right of Way, landscape installation shall comply with current applicable FDOT Maintenance Specification 50. Online Reference: [ssm580000wd-722-17992.pdf \(windows.net\)](https://www.floridadot.org/design/standardplans/2023/idx/580-001.pdf)
- For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to the FDOT Standard Plans Index 580-001 Landscape Installation.  
Online Reference: [https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2023/idx/580-001.pdf?](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2023/idx/580-001.pdf)
- Sodded areas will be in accordance with Standard Plans Index 570-010 and Standard Specifications Sections 162, 570, 981, 982, 983, 987 of the Department's latest edition of Governing Design Standards and Standard Specifications. All disturbed areas will be sodded within one (1) week of installation of said permitted work.



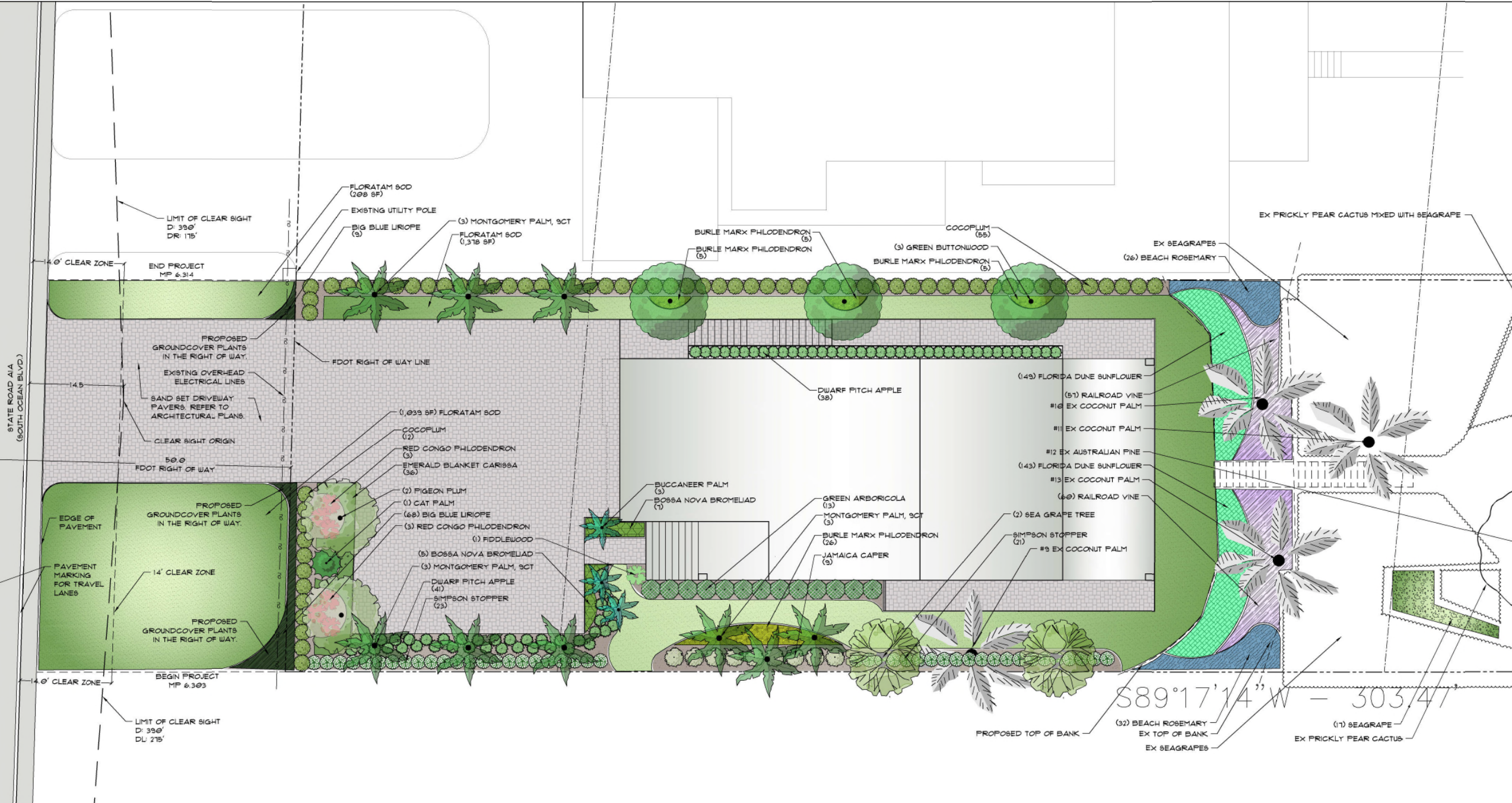
Sheet  
L2  
Landscape Plan

Landscape Plan  
**NEW RESIDENCE**  
3521 S Ocean Blvd., Highland Beach, FL 33487

Michael Flough  
Digitally signed by  
Michael Flough  
Date: 2023.05.08  
15:27:53 -04'00'

























Date: 07/27/2021  
Design by: MF, PA  
Reviewed by: MF  
Scale: 1"=8'  
Revised: 08/17/2021,  
01/16/2023, 02/15/2023,  
03/17/2023, 05/08/2023



FDOT LANDSCAPE PERMIT NUMBER:  
2023-L-496-00006





**PLANT SCHEDULE**

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	GAL	SIZE	NOTES	NOTES
	2	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	B & B	3" CAL	14' OA HT.	NATIVE	DROUGHT TOLERANT
	2	COCCOLOBA UVIFERA	SEA GRAPE TREE	B & B	3" CAL	14' OA HT.	NATIVE	DROUGHT TOLERANT
	3	CONOCARPUS ERECTUS 'GREEN'	GREEN BUTTONWOOD	45	3" CAL	14' OA HT.	NATIVE	DROUGHT TOLERANT
	3	PSEUDOPHOENIX SARGENTI	BUCCANEER PALM	B & B		14' OA HT.	NATIVE	DROUGHT TOLERANT
	9	VEITCHIA MONTGOMERYANA	MONTGOMERY PALM, 9CT	B & B	FL FANCY	9' CT, 14' OA HT.	NON NATIVE	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES	NOTES
	9	CAPPARIS CYNOPHALLOPHORA	JAMAICA CAPER	1 GAL	AS SHOWN	3 - 4' HT., FULL	NATIVE	DROUGHT TOLERANT
	1	CHAMAEDOREA CATARACTARUM	CAT PALM	1 GAL	AS SHOWN	4' HT., 3' 8PRD.	NON NATIVE	
	61	CHRYSOBALANUS ICAGO 'RED-TIP'	COCOPLUM	1 GAL	AS SHOWN	36" HT., FULL	NATIVE	DROUGHT TOLERANT
	1	CITHAREXYLUM FRUTICOSUM	FIDDLEWOOD	1 GAL	AS SHOWN	36" HT., FULL	NATIVE	DROUGHT TOLERANT
	79	CLUBIA ROSEA 'NANA'	DWARF PITCH APPLE	3 GAL	AS SHOWN	14" X 12"	NON NATIVE	DROUGHT TOLERANT
	44	MYRSINANTHES FRAGRANS	SIMPSON STOPPER	1 GAL	AS SHOWN	36" HT., FULL	NATIVE	DROUGHT TOLERANT
	6	PHILODENDRON 'ROJO CONGO'	RED CONGO PHILODENDRON	3 GAL	AS SHOWN	24" X 24"	NON NATIVE	
	13	SCHEFFLERA ARBORICOLA	GREEN ARBORICOLA	25 GAL	AS SHOWN	4' HT., FULL	NON NATIVE	DROUGHT TOLERANT
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES	NOTES
	11	COCCOLOBA UVIFERA	SEA GRAPE	3 GAL	24" O.C.	18" HT., FULL	NATIVE	DROUGHT TOLERANT
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES	NOTES
	36	CARISSA MACROCARPA 'EMERALD BLANKET'	EMERALD BLANKET CARISSA	1 GAL	18" O.C.	6" X 8"	NON-NATIVE	DROUGHT TOLERANT
	58	CONRADINA CANESCENS	BEACH ROSEMARY	1 GAL	18" O.C.		NATIVE	DROUGHT TOLERANT
	292	HELIANTHUS DEBIUS	FLORIDA DUNE SUNFLOWER	1 GAL	12" OC	4" X 8"	NATIVE	DROUGHT TOLERANT
	111	IPOMOEA PES-CAPRAE	RAILROAD VINE	1 GAL	18" O.C.	FULL	NATIVE	DROUGHT TOLERANT
	71	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LIRIOPE	1 GAL	12" OC	6" X 8"	NON-NATIVE	
	12	NEOREGELIA 'BOSSA NOVA'	BOSSA NOVA BROMELIAD	1 GAL	24" O.C.	SUN GROWN, 12" X 12"	NON-NATIVE	
	41	PHILODENDRON X 'BURL MARX'	BURL MARX PHILODENDRON	1 GAL			NON-NATIVE	
OTHER	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES	NOTES
	2,625 SF	STENOTAPHRUM SECUNDATUM 'FLORATAM'	FLORATAM SOD	SOD	TIGHTLY FITTED, STAGGERED JOINTS			

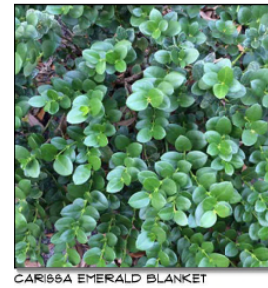
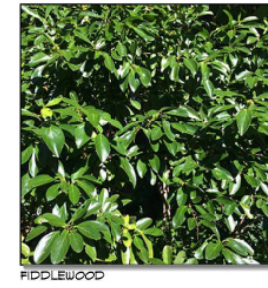
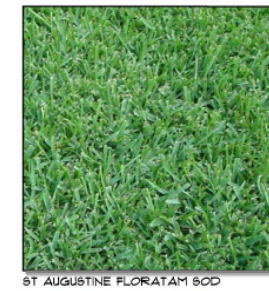
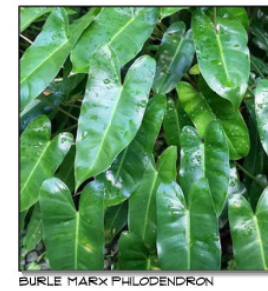
**GENERAL NOTE:**  
ALL PLANTS ARE TO BE A MINIMUM GRADE OF FLORIDA #1

**REFERENCE NOTES SCHEDULE**

SYMBOL	PLANTING ACCESSORIES DESCRIPTION	QTY	DEPTH/HEIGHT	INSTALLATION	PATTERN
	32-94 MULCH	11.99 CY	3"	FINISHED GRADE EVEN WITH ADJACENT SOD/HARDSCAPES	BLACK, SHREADED, HARDWOOD, NON-CYPRESS
	32-96 SOIL	16.9 CY	4"	TILLED IN	11 SCREENED COMPOST AND SCREENED TOPSOIL

**NATIVE / DROUGHT TOLERANT PLANT TABLE**

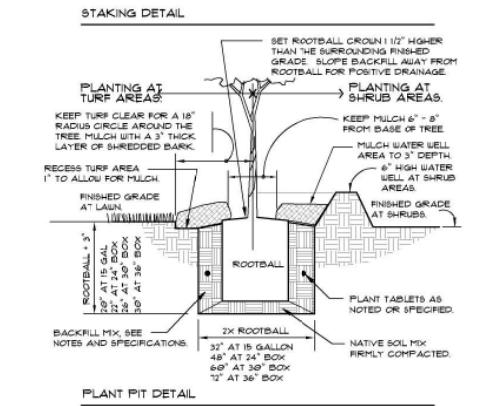
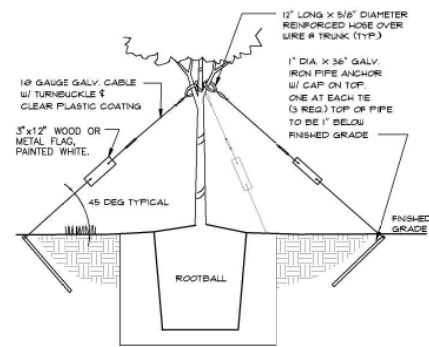
PLANT TYPE	TOTAL PLANTS PROVIDED	NATIVE / DROUGHT TOLERANT
TREES / PALMS	19	10 (53%)
SHRUBS	220	213 (97%)
GROUNDCOVERS	650	520 (80%)



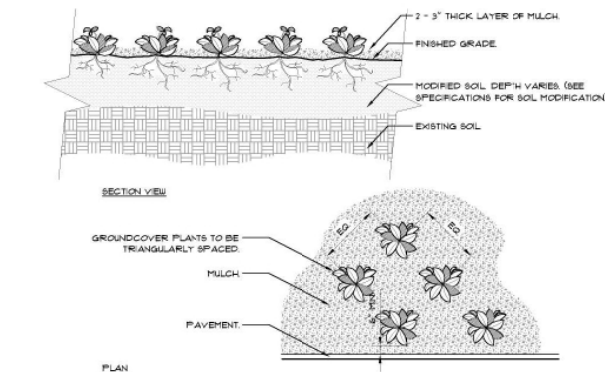


**LANDSCAPE INSTALLATION NOTES:**

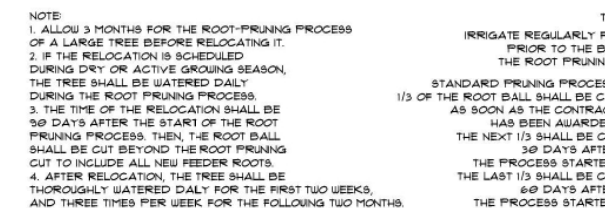
1. THE LANDSCAPE CONTRACTOR SHALL DESIGNATE AN ENGLISH SPEAKING, SKILLED CREW FOREMAN FOR THE PROJECT, WHO WILL BE AVAILABLE AND ACCESSIBLE FOR THE DURATION OF THE LANDSCAPE INSTALLATION.
2. ALL SPECIFICATIONS MUST BE SATISFIED. IF THERE IS A PROBLEM LOCATING A MATERIAL WITH GIVEN SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT BY EMAIL PRIOR TO INSTALLATION. AT THE DISCRETION OF THE LANDSCAPE ARCHITECT, A SUBSTITUTION MAY BE MADE.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REVIEW AND RECONCILE PLAN WITH LANDSCAPE MATERIALS LIST, AND ANALYZE SITE CONDITIONS AND ACCESS PRIOR TO SUBMITTING A PROPOSAL.
4. LANDSCAPE CONTRACTOR MUST PROVIDE EVIDENCE OF WORKMAN'S COMPENSATION AND LIABILITY INSURANCE IN PROPOSAL PACKAGE.
5. THE LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE LAWS, CODES AND ORDINANCES.
6. ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA #1 OR BETTER (GRADES AND STANDARDS FOR NURSERY PLANTS, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, LATEST EDITION), UNLESS OTHERWISE NOTED ON THE LANDSCAPE MATERIALS LIST. AS MANY SPECIES TOLERATE BOTH SUNNY AND SHADY GROWING CONDITIONS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL PLANT MATERIAL GROWN IN SIMILAR CONDITIONS TO THE SITE.
7. THE LANDSCAPE CONTRACTOR SHALL COMPLETE ALL WORK ACCORDING TO THE FLORIDA GREEN INDUSTRIES BEST MANAGEMENT PRACTICES.
8. THE LANDSCAPE CONTRACTOR MUST SPECIFY START AND COMPLETION DATES, IF AWARDED THE PROJECT.
9. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
10. ALL PLANTING AREAS SHALL BE PREPARED BY REMOVING ALL DEBRIS, INCLUDING ASPHALT, CONCRETE, OR SIMILAR MATERIALS NOT SUITED FOR LANDSCAPE PLANTING.
11. PLANTING SOIL SHALL BE CLEAN OF ROCKS, STICKS, ROOTS AND WEEDS, AND SHALL BE WELL-DRAINING.
12. ALL LANDSCAPED AREAS SHALL BE FINISH GRADED SUCH THAT FINISHED ELEVATION WILL BE FLUSH AND LEVEL WITH SURROUNDING PAVED SURFACES. THE FINISHED GRADE AFTER PLANTING AND MULCHING SHALL NOT IMPEDE THE FLOW OF DRAINAGE INTO LANDSCAPED AREAS AND TO PREVENT THE BACKWASH OF MULCH AND DEBRIS INTO PAVED AREAS.
13. ALL PLANTING BEDS MUST DRAIN SUFFICIENTLY PRIOR TO PLANTING. IF EXISTING SOIL IS NOT ADEQUATE FOR ESTABLISHMENT OF PLANT MATERIALS DUE TO POOR DRAINAGE OR CHEMICAL PROPERTIES, SOIL AMENDMENTS SHALL BE ADDED PRIOR TO PLANTING.
14. PLANTS SHALL NOT BE PLACED TOO CLOSE TO ONE ANOTHER OR ANY HARDSCAPES. SEE LANDSCAPE MATERIALS LIST AND PLANTING DETAILS FOR SPACING AND PLACEMENT OF ALL PLANTS. A MULCH STRIP SHALL BE LEFT BETWEEN THE PLANTINGS AND WALLS, EDGE OF SOD, DRIVEWAY OR WALKWAYS. ALL PLANTS SHALL BE PLACED OUTSIDE THE EAVES OF THE ROOF, UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLAN.
15. ALL PLANTS TO BE RELOCATED SHALL BE PROPERLY ROOT PRUNED 6 TO 10 WEEKS PRIOR TO RELOCATION.
16. ALL NEW LANDSCAPE PLANTS SHALL BE PLANTED SLIGHTLY HIGHER THAN THE EXISTING GRADE LEAVING TOP OF THE ROOT BALL EXPOSED.
17. ALL PLANT MATERIALS SHALL BE THOROUGHLY WATERED IN AT THE TIME OF PLANTING.
18. 3" LAYER OF ORGANIC MULCH SHALL BE LAID IN ALL LANDSCAPE BEDS. NO MULCH SHALL BE LAID NEAR TREE TRUNKS. NO MULCH SHALL BE LAID ON TOP OF CITRUS TREE ROOT BALLS.
19. NEWLY PLANTED TREES SHALL BE STAKED ONLY IF THE ROOT BALL MOVES IN THE WIND OR THE TREES ARE LOCATED IN AN AREA OF WINDY CONDITIONS. ALL PALMS SHALL BE STAKED. ALL WOOD BRACES AND BRACE FRAMES SHALL BE STAINED DARK BROWN. NO NAILS SHALL BE DRIVEN INTO ANY PALM OR TREE.
20. PLANTING PLAN TAKES PRECEDENCE OVER PLANT LIST.
21. THE LANDSCAPE BID SHALL INCLUDE IRRIGATION ON A SEPARATE CONTRACT, EXPRESSED AS A LINE-ITEM PROPOSAL.
22. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH FULLY AUTOMATIC IRRIGATION SYSTEM. THE IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE IN ALL IRRIGATED PLANTING AREAS. THE IRRIGATION SYSTEM SHALL BE DESIGNED ACCORDING TO ACCEPTED IRRIGATION STANDARDS USING WATER CONSERVATION PRINCIPLES WITH LOW-VOLUME IRRIGATION SYSTEM. THE SYSTEM SHALL ACCOMMODATE EASY ADJUSTMENTS FOR SEASONAL IRRIGATION NEED CHANGES OR LOCAL WATERING RESTRICTIONS.
23. ALL SOD AND SHRUB AREAS SHALL BE IRRIGATED ON SEPARATE ZONES, WHENEVER POSSIBLE. PLANTING AREAS WITH DIFFERENT WATERING NEEDS SHALL BE PLACED ON SEPARATE ZONES.
24. ALL SHRUB AND GROUND COVER AREAS SHALL BE IRRIGATED WITH DRIP LINE OR MIST HEADS. TREES AND PALMS SHALL HAVE BUBBLERS. ALL HEADS IN A GIVEN ZONE MUST HAVE THE SAME PRECIPITATION RATE.
25. SPRAY HEADS SHALL BE PLACED AND ADJUSTED TO MINIMIZE OVER-SPRAY ON PAVED AREAS, ROADWAYS AND CURBING. NO OVER-SPRAY ON BUILDINGS IS ACCEPTABLE.
26. THE CONTRACTOR(S) SHALL KEEP ALL WORK AREAS NEAT AND TIDY ON A DAILY BASIS. AT COMPLETION OF THE INSTALLATION, THE CONTRACTOR SHALL REMOVE FROM THE PROPERTY ALL TEMPORARY STRUCTURES AND GARBAGE AT HIS/HER OWN EXPENSE.
27. THE CONTRACTOR(S) SHALL KEEP ALL PLANTS WATERED, FERTILIZED, MULCHED, PRUNED, STAKED AND GUYED AS NECESSARY TO ASSURE SPECIFIED MINIMUM GRADE OF FLORIDA #1 THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD. PLANTING BEDS SHALL BE KEPT FREE OF LITTER AND UNDESIRABLE VEGETATION. THE CONTRACTOR(S) IS RESPONSIBLE FOR KEEPING ALL THE PLANT MATERIAL HEALTHY, VIGOROUS, AND UNDAMAGED THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD.
28. THE FINAL PAYMENT IS MADE UPON COMPLETION OF PROJECT AND EXECUTION OF LIEN RELEASE AFFIDAVIT.
29. ALL SHRUBS AND GROUND COVERS SHALL BE WARRANTED FOR 90 DAYS; ALL TREES AND PALMS SHALL BE WARRANTED FOR 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE AND PAYMENT.



**1 TREE GUY WIRE PLANTING**  
NOT TO SCALE  
FX-PL-FX-TREE-11



**3 SHRUB PLANTING**  
NOT TO SCALE  
FX-PL-FX-SHRUB-01



**4 GROUND COVER**  
NOT TO SCALE  
FX-PL-FX-GROU-01

**2 PALM TREE PLANTING**  
NOT TO SCALE  
FX-PL-FX-TREE-15

**3 SHRUB PLANTING**  
NOT TO SCALE  
FX-PL-FX-SHRUB-01

**5 TREE RELOCATION**  
NOT TO SCALE  
FX-PL-FX-TREE-15

**LANDSCAPE MAINTENANCE GUIDELINES:**

1. LAWN CARE:
  - 1.1. MAINTAIN ST. AUGUSTINE LAWN AT 3" HEIGHT. LEAVE LAWN CLIPPINGS ON THE LAWN.
  - 1.2. FERTILIZE IN FEBRUARY, MAY AND OCTOBER. APPLY PRE-EMERGENT WEED KILLER IN EARLY SPRING AND FALL.
  - 1.3. PRACTICE INTEGRATED PEST MANAGEMENT TO IDENTIFY AND TREAT INSECT STRESS, WEED AND FUNGAL PROBLEMS. INSPECT AND CONTROL INSECT DAMAGE ON LAWNS DURING SUMMER MONTHS. FOLLOW LABEL DIRECTIONS FOR ANY INSECTICIDE, HERBICIDE OR FUNGICIDE APPLICATION. REFER TO GROWERS GUIDELINES FOR DETAILED INSTRUCTIONS.
  - 1.4. 100% OF THE SOD AREAS SHALL BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM. INSPECT THE IRRIGATION SYSTEM FOR BREAKS AND HEAD ALIGNMENT ROUTINELY.
2. MULCH:
  - 2.1. ALL LANDSCAPE BEDS SHALL BE MULCHED TWICE A YEAR.
  - 2.2. APPLY 3" LAYER OF M&C CERTIFIED, SHREDDED EUCALYPTUS OR RECYCLED HARDWOOD MULCH.
3. FERTILIZING:
  - 3.1. FERTILIZE WITH A GOOD QUALITY ORGANIC FERTILIZER THREE TIMES A YEAR PER LABEL INSTRUCTIONS STARTING IN MID TO LATE FEBRUARY.
  - 3.2. YELLOWING LEAVES ARE OFTEN A SIGN OF NUTRIENTIAL DEFICIENCY.
  - 3.3. DO NOT APPLY FERTILIZER BETWEEN JUNE 1 AND SEPTEMBER 30. COMPOST SHALL BE USED IN LIEU OF FERTILIZER DURING THE RAINY SEASON, AS NEEDED.
  - 3.4. MAINTAIN A FERTILIZER FREE ZONE ALONG THE RIVER TO PREVENT RUN-OFF.
4. PEST AND DISEASES:
  - 4.1. SCOUT FOR PESTS AND DISEASES REGULARLY. ONLY 1% OF ALL INSECTS ARE HARMFUL TO PLANTS.
  - 4.2. USE INTEGRATED PEST MANAGEMENT PRACTICES. USE PREVENTATIVE CHEMICAL APPLICATIONS ONLY, WHEN DETERMINED NECESSARY BY A PEST MANAGEMENT PROFESSIONAL.
  - 4.3. CHEMICAL PEST CONTROL SHALL BE USED ONLY WHEN THE DAMAGE IS EXPECTED TO BE SIGNIFICANT.
5. WEEDS:
  - 5.1. WEED CONTROL SHALL BE PREVENTATIVE.
  - 5.2. HERBICIDE APPLICATIONS MUST BE DONE BY A LICENSED PEST-CONTROL PROFESSIONAL.
6. IRRIGATION:
  - 6.1. PROGRAM THE IRRIGATION SYSTEM TO RUN IN THE EARLY MORNING.
  - 6.2. NEW PLANTINGS SHOULD BE WATERED DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
  - 6.3. NEW TREES SHALL BE WATERED AT LEAST ONCE A WEEK FOR THE FOLLOWING YEAR AND SHRUBS FOR THE FOLLOWING 6 MONTHS FOR PROPER ESTABLISHMENT.
  - 6.4. TREES SHOULD RECEIVE 2 - 3 GALLONS OF WATER PER INCH OF TRUNK DIAMETER AT EACH WATERING.
  - 6.5. AT EACH WATERING, APPLY 1" WATER TO ESTABLISHED PLANTING BED.
  - 6.6. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSPECTED ONCE A MONTH FOR LEAKS, BRAKES AND MISALIGNED HEADS.
  - 6.7. INCREASE WATERING FREQUENCY DURING TIMES OF HEAVY WINDS AND DROUGHT, TYPICALLY IN THE SPRING. PLEASE NOTE THAT A RAIN SENSOR WILL NOT DETECT THE DRYING EFFECTS OF HEAVY WINDS.
  - 6.8. REDUCE WATERING FREQUENCY DURING COOL WINTER AND RAINY SUMMER MONTHS. WATER ONLY AS NEEDED AS HEAVY RAINS AND IRRIGATION WILL INCREASE WEEDS. THE IRRIGATION SYSTEM MAY BE TURNED OFF DURING MONTHS OF HEAVY RAIN. A RAIN SENSOR MAY BE USED TO OVERRIDE THE SYSTEM DURING THE RAINY SEASON.
7. PRUNING:
  - 7.1. ALL PRUNING AND TRIMMING TOOLS SHALL BE CLEANED AFTER EACH USE TO PREVENT SPREADING OF DISEASES.
  - 7.2. REMOVE DEAD BRONDS, DEAD WOOD AND CROSSING BRANCHES ON LARGE SHRUBS, PALMS AND TREES ANY TIME OF THE YEAR.
  - 7.3. FLOWERING SHRUBS: LATE SUMMER AND FALL FLOWERING SHRUBS, AS WELL AS CONIFERS SHALL BE PRUNED ONCE A YEAR IN MARCH. SPRING BLOOMING SHRUBS SHALL BE PRUNED ONCE A YEAR, AFTER THEIR BLOOMS FADE IN LATE SPRING.
  - 7.4. SHADE TREES SHALL BE STRUCTURALLY PRUNED ONCE A YEAR IN SPRING BY A CERTIFIED ARBORIST.
  - 7.5. SHRUBS SHALL BE MAINTAINED FOLLOWING THEIR NATURAL FORM WITH ROUNDED TOP AND WIDER BASE SMALL-LEAVED (LESS THAN 1" LENGTH) SHRUBS MAY BE SHEARED WITH POWERED HEDGE TRIMMERS. ALL SHRUBS SHALL BE TRIMMED ONE TO THREE TIMES A YEAR TO MAINTAIN DESIRED HEIGHT. ALL OVERGROWN SHRUBS SHALL BE CUT BACK IN MAY AND IN SEPTEMBER.
  - 7.6. HEDGES SHALL BE PRUNED REGULARLY FROM THE BEGINNING FOR PROPER ESTABLISHMENT. ALL HEDGES MUST BE MAINTAINED WITH NARROWER TOP THAN THE BOTTOM FOR SUNLIGHT TO REACH THE LOWER HALF OF THE PLANT.
  - 7.7. ORNAMENTAL GRASSES MAY BE CUT BACK ONCE A YEAR IN SUMMER TO REMOVE BROWN LEAVES. CUTTING MAY BE COMPLETED IN FOUR WEEK INTERVALS SO NOT TO HAVE ALL THE ORNAMENTAL GRASSES RECOVERING AT THE SAME TIME.
8. DIVIDING PLANTS:
  - 8.1. BROMELIADS: WHEN THE MOTHER PLANT TURNS BROWN, CAREFULLY PULL UP THE BROMELIAD CLUMP. CUT THE PUPS APART WITH A SHARP KNIFE OR PRUNERS PRESERVING AS MANY OF THE ROOTS AS POSSIBLE. DISCARD THE DYING MOTHER PLANT AND PLANT THE PUPS. THE DEAD MOTHER PLANT MAY ALSO BE TWISTED OFF AT THE BASE, WITHOUT REMOVING THE CLUMP FROM THE GROUND.
  - 8.2. HERBACEOUS PERENNIALS: THE CLUMPS MAY BE DIVIDED EVERY TWO TO THREE YEARS IN LATE SPRING OR SUMMER. DIG THE ROOT BALL OUT OF THE GROUND AND CAREFULLY DIVIDE THE CLUMP INTO 2-4 SMALLER SECTIONS.
9. RELOCATING PLANT MATERIAL:
  - 9.1. THE BEST TIME TO RELOCATE PLANTS IN THE GARDEN IS FEBRUARY THROUGH APRIL.
  - 9.2. THE PLANT SHALL BE PROPERLY ROOT-PRUNED BETWEEN 6 AND 10 WEEKS BEFORE RELOCATION.
  - 9.3. AT THE TIME OF THE RELOCATION, THE ROOT BALL SHALL BE CUT BEYOND THE ROOT PRUNING CUT TO INCLUDE ALL NEW FEEDER ROOTS.
  - 9.4. WATER RELOCATED PLANTS DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
10. MAINTAINING SOIL PH:
  - 10.1. SANDY SOILS ARE NATURALLY ALKALINE, BUT MOST PLANT MATERIALS PREFER SOILS IN NEUTRAL OR ACIDIC RANGE TO THRIVE.
  - 10.2. ADDING ORGANIC MATTER REGULARLY WILL MAINTAIN A HEALTHY PH LEVEL FOR ALL PLANTS.
  - 10.3. COMPOST WILL DECREASE THE SOIL PH THROUGH THE DECOMPOSITION PROCESS.
  - 10.4. ACIDIC ORGANIC MATTER, SUCH AS PINE NEEDLES AND ACID PEAT WILL REDUCE THE PH TEMPORARILY.
  - 10.5. GRANULAR SULFUR SHOULD ONLY BE USED AS THE LAST RESORT TO LOWER SOIL PH.
11. CONTAINER PLANTS:
  - 11.1. ONLY USE POTTING SOIL OR POTTING MIX IN CONTAINERS.
  - 11.2. WATER THOROUGHLY. CONTAINER PLANTS NEED MORE WATER THAN THE PLANTS IN THE GROUND. DURING SUMMER MONTHS, HERBS IN CONTAINERS WILL NEED WATERING ONCE DAILY.
12. COLD PROTECTION:
  - 12.1. WATER COLD SENSITIVE PLANTS THOROUGHLY 12 HOURS BEFORE THE FORECASTED COLD FRONT.
  - 12.2. COVER THE PLANTS AT DUSK WITH BLANKETS OR BREATHABLE COVERS. REMOVE THE COVERS AFTER DAWN.

FDOT LANDSCAPE PERMIT NUMBER:  
2023-L-436-00006



Sheet  
L4  
Details and  
Specifications

Landscape Plan  
**NEW RESIDENCE**  
3521 S Ocean Blvd., Highland Beach, FL 33487

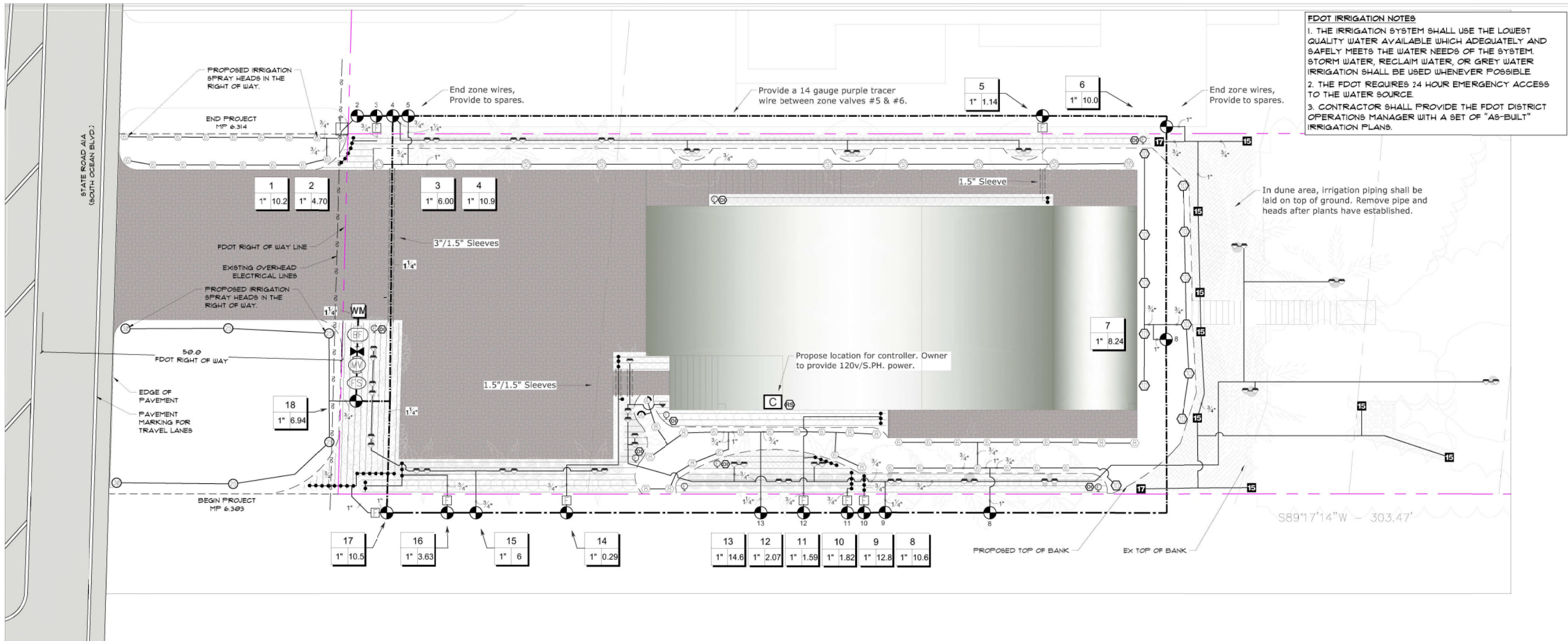
Michael  
Flough

Digitally signed by  
Michael Flough  
Date: 2023.05.08  
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Date: 07/27/2021  
Design by: MF, PA  
Reviewed by: MF  
Scale: 1"=8'  
Revised: 08/17/2021,  
01/16/2023, 02/15/2023,  
03/17/2023, 05/08/2023





**FDOT IRRIGATION NOTES**

1. THE IRRIGATION SYSTEM SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.
2. THE FDOT REQUIRES 24 HOUR EMERGENCY ACCESS TO THE WATER SOURCE.
3. CONTRACTOR SHALL PROVIDE THE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.

Scale: 1" = 8'  
 Design Date: 03-28-2022  
 Drawn By: RT  
 Last Date: 01-24-2023  
 Modified:

Revisions:  
 1  
 2  
 3  
 4  
 5

**New Residence**  
 3521 S. Ocean Blvd  
 Highland Beach, FL, 33487

**Michael Flaugh**  
 Digitally signed by Michael Flaugh  
 Date: 2023.05.08 15:28:34 -04'00'

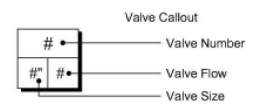


IR-1  
 of 3

**IRRIGATION SCHEDULE**

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Hunter PROS-06-CV 15 Strip Series Turf Spray 6" Pop-Up Sprinkler. With Drain Check Valve.
	Hunter PROS-06-CV, Rain Bird HE-VAN Series nozzles Turf Spray 6" Pop-Up Sprinkler with Drain Check Valve.
	Hunter PROS-06-CV, with Rain Bird SQ Series nozzles. Turf Spray 6.0" Pop-Up Sprinkler. With Drain Check Valve.
	Hunter PROS-06-CV ADJ Turf Spray 6.0" Pop-Up Sprinkler. With Drain Check Valve.
	Hunter PROS-12-CV Adj Series Shrub Spray, 12in. Pop-Up. With Drain Check Valve.
	Hunter PCB 10 Flood Bubbler, 1/2" FIPT.
	Hunter PGP-04-MPR 25 Turf Rotor, 4" Pop-Up. Adjustable to Full Circle. MPR Nozzle.
	Netafim TL050MFV-1 Automatic flush valve, 1/2" male pipe thread.
	Rain Bird OPERIND Drip System Operation Indicator, stem rises 6" for clear visibility when drip system is charged to a minimum of 20psi. Includes 16" of 1/4" distribution tubing with connection fitting pre-installed.
	Hunter HDL-09-12-CV HDL-09-12-CV Hunter Dripline w/ 0.9 GPH emitters at 12" O.C. 2,233 l.f. Check valve, dark brown tubing w/ black striping. Dripline laterals spaced at 12" apart, with emitters offset for triangular pattern. Install with Hunter PLD barbed or PLD-LOC fittings.
	Hunter PGV-101A 1" Plastic Electric Remote Control Valve, for Residential/Light Commercial Use. Female NPT Inlet/Outlet. Angle Configuration, With Flow Control.
	Nibco T-113 Class 125 bronze gate shut off valve with wheel handle, same size as mainline pipe diameter at valve location. Size Range - 1/4" - 3"
	Hunter ICV-G 1" 1" Plastic Electric Master Valve, Globe Configuration, with NPT Threaded Inlet/Outlet.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Proposed Zurn 720A 1" Pressure Vacuum Breaker (by others)
	Hunter PHC-2400 Wi-Fi enabled, full-functioning controller with touchscreen, 24-Station fixed controller, 120 VAC, Outdoor model.
	Hunter WR-CLK Rain Sensor. Install within 1000 ft of controller, in line of sight. 22-28 VAC/VDC 100 mA power from timer transformer. Mount as noted.
	Hunter HC-100-FLOW 1" Flow meter for use with Hydrawise enabled controller to monitor flow and provide system alerts. Also functions as stand alone flow totalizer/sub meter on any residential or commercial irrigation system.
	Hunter HY-100 1" MPT x MPT threaded inlet and outlet filter with 150 mesh stainless steel screen
	Water Meter 1" Owner to Provide a (1") potable water meter with a minimum size PE service line of 1.25 inches.
	Irrigation Lateral Line: PVC Schedule 40 Sch-40 solvent weld bell end PVC pipe, ASTW D2266. Use only Weld-on Medium body 721 Blue glue with P-70 purple primer. Apply solvent weld glue per manufactures instructions. See specifications and details for additional installation instructions.
	Irrigation Mainline: PVC Schedule 40 Sch-40 solvent weld bell end PVC pipe. Use only Weld-on Medium body 721 Blue glue with P-70 purple primer. Apply solvent weld glue per manufactures instructions. See specifications and details for additional additional instructions.
	Pipe Sleeve: PVC Schedule 40 Sleeving sizes 1.5-inch thru 4-inch shall be Sch-40 pipe, Sleeving 6-inch and larger shall be Class 200 pipe. See details and specifications for additional installation instructions.



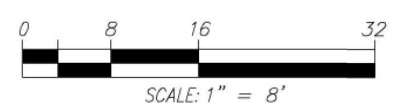
**WATERING SCHEDULE**

NUMBER	MODEL	TYPE	PRECIP	SUN	MON	TUE	WED	THU	FRI	SAT	IN./WEEK	GAL./WEEK	GAL./DAY
1	Hunter PGV-101A	Turf Spray	4.66 in/h		6 min		6 min			6 min	1.3	173	57.6
2	Hunter PGV-101A	Area for Dripline	1.45 in/h		18 min		18 min			18 min	1.25	244	81.4
3	Hunter PGV-101A	Bubbler	2.58 in/h		7 min		7 min			7 min	0.9	126	42
4	Hunter PGV-101A	Turf Spray	2.27 in/h		12 min		12 min			12 min	1.3	381	127
5	Hunter PGV-101A	Area for Dripline	1.45 in/h		18 min		18 min			18 min	1.25	59.3	19.8
6	Hunter PGV-101A	Shrub Spray	0.92 in/h		29 min		29 min			29 min	1.3	850	283
7	Hunter PGV-101A	Turf Spray	1.88 in/h		14 min		14 min			14 min	1.3	346	115
8	Hunter PGV-101A	Turf Spray	3.66 in/h		8 min		8 min			8 min	1.3	232	77.4
9	Hunter PGV-101A	Bubbler	2.49 in/h		8 min		8 min			8 min	0.9	281	93.5
10	Hunter PGV-101A	Area for Dripline	1.45 in/h		18 min		18 min			18 min	1.25	94.4	31.5
11	Hunter PGV-101A	Area for Dripline	1.45 in/h		18 min		18 min			18 min	1.25	82.7	27.6
12	Hunter PGV-101A	Area for Dripline	1.44 in/h		18 min		18 min			18 min	1.25	108	35.9
13	Hunter PGV-101A	Turf Spray	4.76 in/h		6 min		6 min			6 min	1.3	247	82.5
14	Hunter PGV-101A	Area for Dripline	1.42 in/h		18 min		18 min			18 min	1.25	15.1	5.04
15	Hunter PGV-101A	Bubbler	2.58 in/h		7 min		7 min			7 min	0.9	126	42
16	Hunter PGV-101A	Area for Dripline	1.44 in/h		18 min		18 min			18 min	1.25	189	62.9
17	Hunter PGV-101A	Area for Dripline	1.91 in/h		14 min		14 min			14 min	1.25	421	140
18	Hunter PGV-101A	Turf Rotor	0.79 in/h		33 min		33 min			33 min	1.3	687	229
<b>TOTALS:</b>				270		270				270	4,862	1,554	

Note: Run times are base on SFWMD 10 year average rain fall, peak usage in July. Contractor / owner must adjust run time to current wether condition..

**VALVE SCHEDULE**

NUMBER	MODEL	SIZE	TYPE	GPM	PSI @ POC	PRECIP
1	Hunter PGV-101A	1"	Turf Spray	10.16	35.7	4.66 in/h
2	Hunter PGV-101A	1"	Area for Dripline	4.7	35.3	1.44 in/h
3	Hunter PGV-101A	1"	Bubbler	6	41.4	n/a
4	Hunter PGV-101A	1"	Turf Spray	10.89	37.4	2.27 in/h
5	Hunter PGV-101A	1"	Area for Dripline	1.14	35.5	1.44 in/h
6	Hunter PGV-101A	1"	Shrub Spray	10.0	42.2	0.92 in/h
7	Hunter PGV-101A	1"	Turf Spray	8.24	35.7	1.88 in/h
8	Hunter PGV-101A	1"	Turf Spray	10.56	36.0	3.66 in/h
9	Hunter PGV-101A	1"	Bubbler	12.75	42.3	n/a
10	Hunter PGV-101A	1"	Area for Dripline	1.82	35.4	1.44 in/h
11	Hunter PGV-101A	1"	Area for Dripline	1.59	35.3	1.44 in/h
12	Hunter PGV-101A	1"	Area for Dripline	2.07	35.4	1.44 in/h
13	Hunter PGV-101A	1"	Turf Spray	14.55	35.9	4.76 in/h
14	Hunter PGV-101A	1"	Area for Dripline	0.29	35.0	1.44 in/h
15	Hunter PGV-101A	1"	Bubbler	6	40.5	n/a
	Hunter PGV-101A	1"	Area for Dripline	3.63	35.1	1.44 in/h
	Hunter PGV-101A	1"	Area for Dripline	10.53	35.3	1.44 in/h
	Hunter PGV-101A	1"	Turf Rotor	6.94	34.9	0.79 in/h

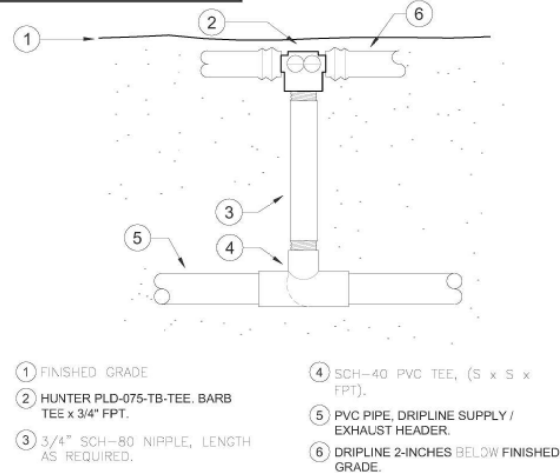


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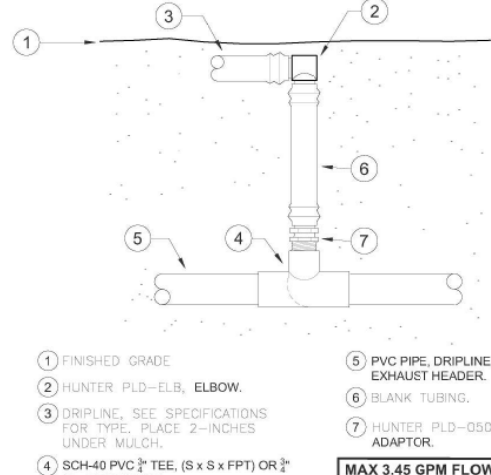
FDOT LANDSCAPE PERMIT NUMBER:  
 2023-L-496-00006



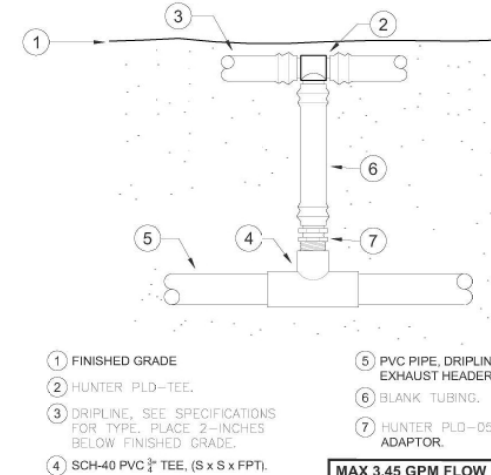
MAX 6.90 GPM FLOW PER RISER.  
(230 FEET IN EACH DIRECTION)



**1** DRIPLINE SUPPLY HEADER CENTER FEED RISER  
N.T.S. DRIPLINE SUPPLY HEADER CENTER FEED RISER



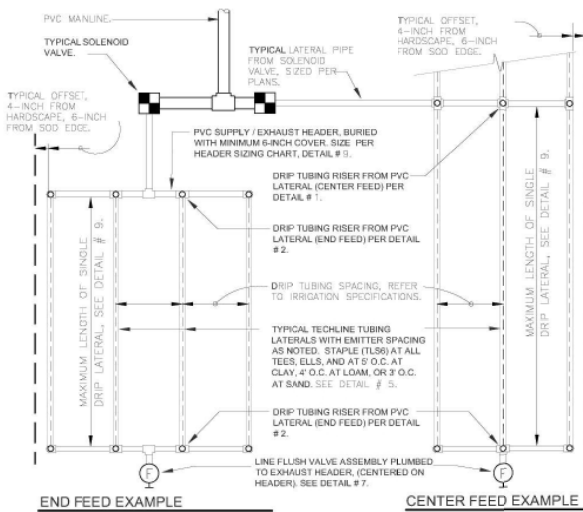
**2** DRIPLINE SUPPLY / EXHAUST HEADER CONNECTION  
N.T.S. DRIPLINE SUPPLY / EXHAUST HEADER CONNECTION



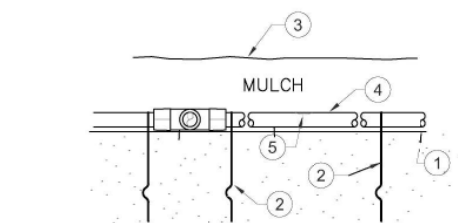
**3** DRIPLINE SUPPLY / EXHAUST HEADER CONNECTION  
N.T.S. DRIPLINE SUPPLY / EXHAUST HEADER CONNECTION

**DRIP SPECIFICATIONS:**

- DRIP TUBING; HUNTER HDL-CV-GOP, ROW SPACING 12-INCHES. DRIP GRID LAY-OUT IS BASED ON 30 PSI. IF PRESSURE BY SOLENOID VALVE IS HIGHER THAN 50 PSI, INSTALL A AS-50 ON SOLENOID VALVE.
- INSTALL DRIP SYSTEM IN THE FOLLOWING ORDER: A). WITH ALL MAINLINE AND IT'S ASSOCIATE EQUIPMENT COMPLETELY INSTALLED, FLUSH MAINLINE TILL FREE AND CLEAR OF DEBRIS. B). INSTALL ALL LATERALS TO THE VARIOUS DRIP GRIDS, AND SUPPLY HEADERS WITH RISERS EXTENDED ABOVE GROUND. CENTER FEED RISERS, TEMPORARY EXTEND NIPPLES WITH PIPE AND COUPLINGS (DO NOT GLUE). FLUSH TILL FREE AND CLEAR OF DEBRIS, TEMPORARY CAP NIPPLES, SEAL BLANK TUBING (RISERS) WITH TAPE. C). INSTALL EXHAUST HEADERS - RISERS - FLUSH POINTS. D). INSTALL DRIP GRID, STAPLE TUBING PER DETAIL #5, CONNECT DRIP TUBING TO SUPPLY HEADER RISERS. FLUSH TILL FREE AND CLEAR OF DEBRIS. E). CONNECT DRIP GRID TO EXHAUST HEADER RISERS, FLUSH SYSTEM USING "FLUSH VALVE". PVC DISCHARGE AND EXHAUST HEADERS MUST BE BURIED WITH MINIMUM 6" COVER. MULCH IS NOT CONSIDERED AS COVERAGE.
- INSTALL OPERATION INDICATORS "OI" WITHIN 12-INCHES OF FLUSH POD, ONE AT END OF EACH DRIP GRID. SEE DETAIL #6. ACTIVATE DRIP ZONE, ENSURE ALL OPERATION INDICATORS ARE FULLY EXTENDED, ADJUST STREAM SPRAY TO WHERE IT CAN EASILY BE SEEN BY MAINTENANCE PERSON.
- PRESSURE TEST WITH OWNERS REPRESENTATIVE PRESENT; PER ZONE, TEMPORARY INSTALL (2) PRESSURE GAUGES (LIQUID FILLED PRESSURE GAUGES) ON (2) FLUSH POINTS, (1) ON LARGEST GRID "FLUSH POINT" AND THE OTHER ON FARTHEST GRID "FLUSH POINT". ACTIVATE ZONE, AFTER FLOW HAS STABILIZED, VERIFY ALL ZONE OPERATION INDICATORS ARE FULLY EXTENDED, CHECK PRESSURE ON BOTH GAUGES, PRESSURE MUST BE 20 PSI OR HIGHER TO PASS TEST. IF TEST FAILS, CONTRACTOR TO LOCATE AND CORRECT PROBLEM AND RETEST. IT IS IN THE CONTRACTORS BEST INTEREST TO PERFORM HIS OWN TEST BEFORE HE CALLS OWNERS REPRESENTATIVE PRESENTS TO AVOID RE-INSPECTION FEE'S.
- PRESSURE TEST RESULTS SHALL BE NOTED AS-BUILD DRAWING BY THE "FLUSH VALVE" WHERE TESTS WAS TAKEN. ALL "FLUSH VALVE" LOCATIONS SHALL BE INCLUDED IN AS-BUILD DRAWINGS.

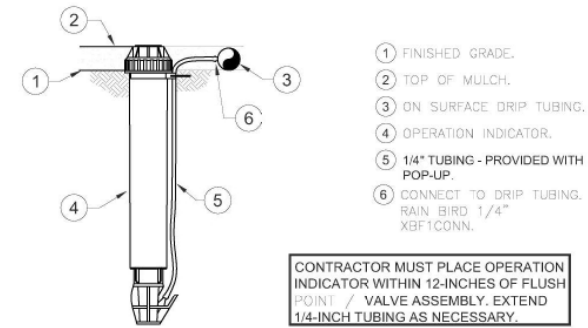


**4** GENERAL DRIP EQUIPMENT PLACEMENT  
N.T.S.



- NOTES:
- PLACE TIE DOWN STAKES EVERY 3-FEET IN SAND, 4-FEET IN LOAM, AND EVERY 5-FEET IN CLAY.
  - PLACE (1) DRIP STAKE ON EACH FITTING. IN LOOSE SANDY SOIL, PLACE DRIP STAKES ON A 60-DEGREE ANGLE (ALONG DRIPLINE), AND (2) STAKES ON 60 DEGREE ANGLE ON EACH DRIP FITTING.

**5** RAIN BIRD TDS-050 (WITH BEND) DRIP STAKES  
N.T.S.



- NOTES:
- USE XERIMAN TOOL XM-TOOL TO INSERT BARB TRANSFER FITTING DIRECTLY INTO DRIPLINE TUBING.
  - VAN NOZZLE MAY BE SET TO CLOSE, OR IF IT IS DESIRED TO SEE SPRAY FROM NOZZLE. SET THE ARC TO 1/4" PATTERN. THE FLOW FROM NOZZLE MUST BE DIRECTED WITHIN PLANTING AREA, VISIBLE ENOUGH TO BE SEEN / LOCATED BY MAINTENANCE PERSON.

**6** RAIN BIRD OPERATION INDICATOR  
N.T.S.

HDL-COP DRIPLINE GENERAL GUIDELINES FOR WATERING TIME

	TURF			SHRUB & GROUND COVER		
	CLAY	LOAM	SANDY	CLAY	LOAM	SANDY
DIPPER FLOW (GPH)	0.40	0.60	0.90	0.40	0.60	0.90
DIPPER INTERVAL	24"	12"	12"	24"	18"	12"
LATERAL (ROW) SPACING	18"-24"	12"	9"-12"	18"-24"	18"-24"	12"-18"
APPLICATION RATE (IN/HR)	.22-.17	.96	.93-1.44	.22-.17	.43-.32	1.44-.96
TIME TO APPLY 1/4"	68-88	16	8-10	68-88	35-47	10-16

HUNTER HDL-COP MAXIMUM LENGTH OF SINGLE LATERAL (FEET)

DRIPPER SPACING	12"			18"			24"			
	0.4	0.6	0.9	0.4	0.6	0.9	0.6	0.6	0.9	
15	-	285	236	164	-	404	333	233	423	292
20	-	339	280	192	-	475	395	273	501	348
30	-	411	339	236	-	582	482	333	610	419
40	-	463	385	267	-	657	545	376	688	479

**8** HUNTER HDL-COP DRIPLINE TABLE - 1  
N.T.S.

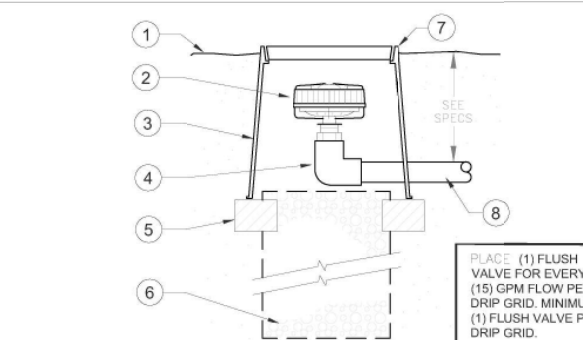
HUNTER HDL-COP FLOW PER 100 FEET

DRIPPER SPACING	0.4 GPH DRIPPER		0.6 GPH DRIPPER		0.9 GPH DRIPPER			
	GPH	GPM	GPH	GPM	GPH	GPM		
12"	-	-	40.00	0.67	60.00	1.00	90.0	1.50
18"	-	-	26.67	0.44	40.00	0.67	59.9	0.99
24"	-	-	20.00	0.33	30.00	0.50	45.0	0.75

SUPPLY AND EXHAUST HEADER SIZING CHART (UNLESS NOTED ON PLANS)

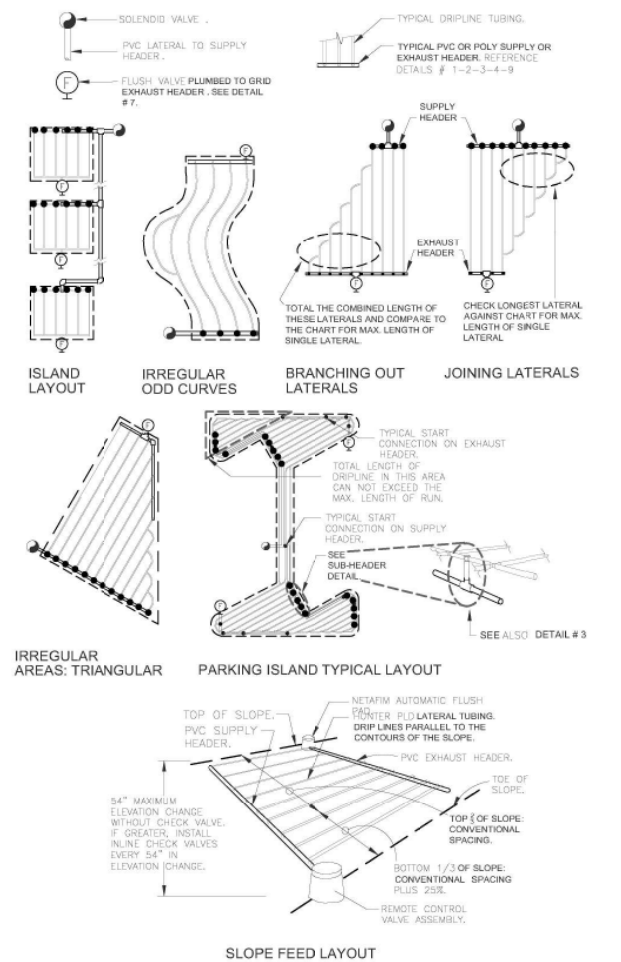
DRIPPER SPACING	1 TO 6 GPM:		6 TO 10 GPM:	
	3/4" HEADER	1" HEADER	1" HEADER	1 1/2" HEADER
12"	1 1/4"	1 1/2"	2"	2 1/2"
18"	1 1/4"	1 1/2"	2"	2 1/2"
24"	1 1/4"	1 1/2"	2"	2 1/2"

**9** HUNTER HDL-COP DRIPLINE TABLE - 2  
N.T.S.



- FINISHED GRADE.
- NETAFIM LINE FLUSH VALVE, TL050MFV-1 FOR FLOWS ABOVE 3.64 GPM, TLFV-1 FOR FLOWS UP TO 3.64 GPM.
- RAIN BIRD VB-10RND VALVE BOX.
- SCH-40 ELBOW (S x FPT), WITH 1" x 3/4" BUSHING.
- BRICKS - ONE OF THREE.
- 3/4" GRAVEL SUMP (1 CUBIC FOOT).
- RAIN BIRD PVB-6RND VALVE BOX FLUSH WITH TOP OF MULCH.
- 1-INCH PVC LATERAL FROM EXHAUST HEADER.

**7** NETAFIM FLUSH VALVE - PLUMBED TO PVC  
N.T.S.



- NOTES:
- THESE TYPICAL LAY-OUT DRAWINGS ARE TO SHOW HOW THE WATER MOVEMENT IN DRIP LINES FLOW TOWARDS EXHAUST HEADER, AND WHAT REQUIRED CALCULATIONS ARE NEEDED TO BE PERFORMED BY CONTRACTOR.
  - MOST LANDSCAPE BEDS ARE IRREGULAR AND MAY NOT REFLECT THE SHAPE AND SIZE AS SHOWN IN THESE DETAILS. CONTRACTOR SHALL LAY-OUT SHRUB BED DRIP GRID BASE ON THE PRINCIPLES SHOWN IN THIS DETAIL AND ACCORDING TO ALL OTHER DETAILS SHOWN ON THIS SHEET.

**10** TYPICAL DRIP GRID LAY-OUT  
N.T.S.

Scale: 1" = 8'

Design Date: 03-28-2022

Drawn By: RT

Last Date: 01-24-2023

Revisions:

1	
2	
3	
4	
5	
6	

IRRIGATION DRIP DETAILS

**New Residence**  
3521 S. Ocean Blvd  
Highland Beach, FL., 33487

**Michael Flaugh**  
Digitally signed by Michael Flaugh  
Date: 2023.05.08 15:28:47 -0400

NORTH

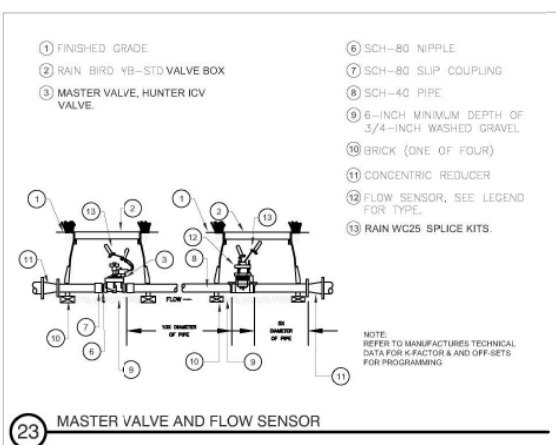
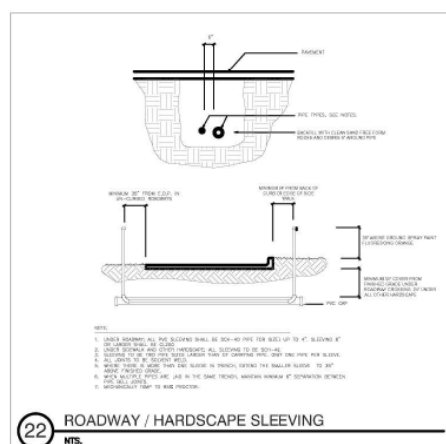
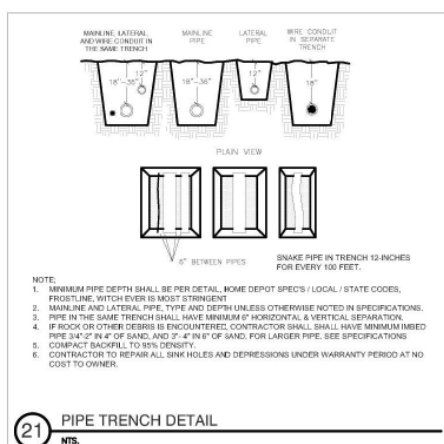
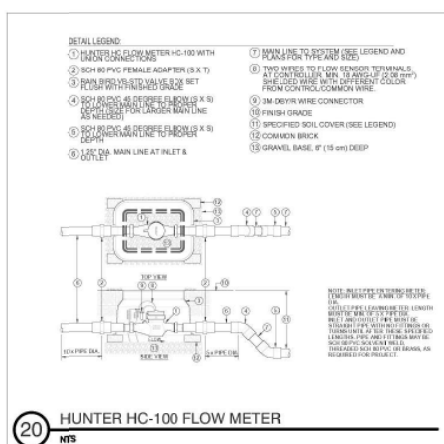
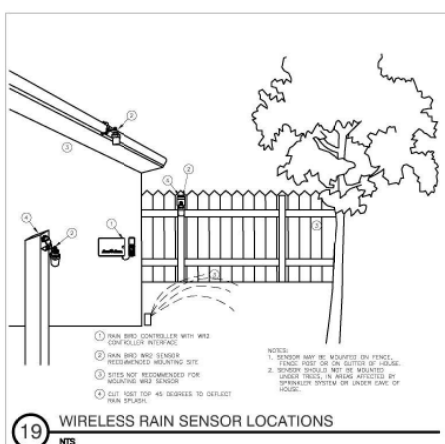
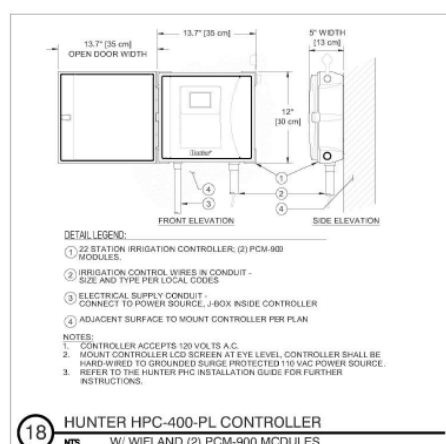
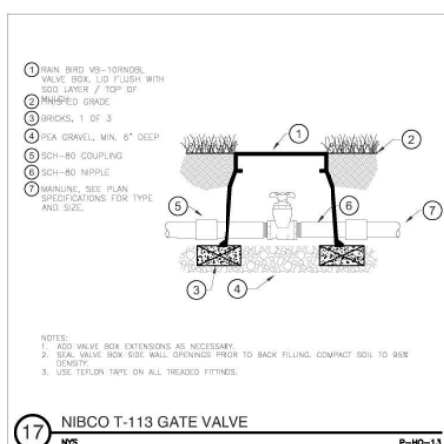
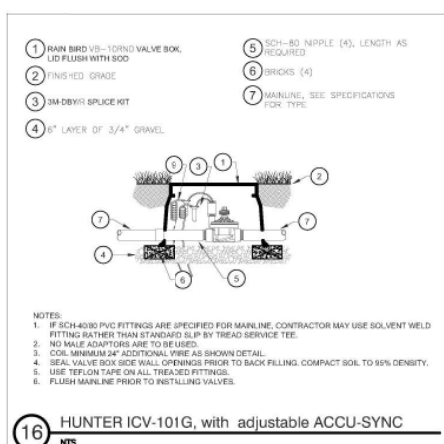
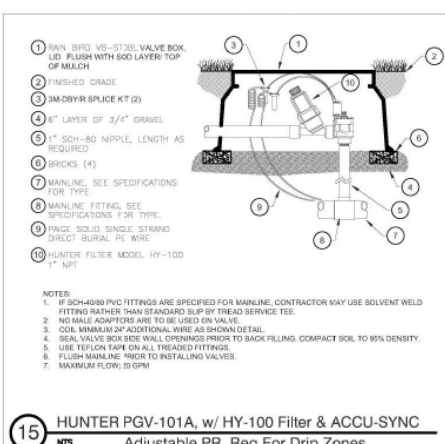
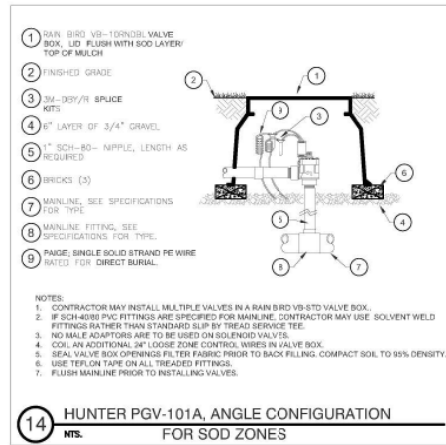
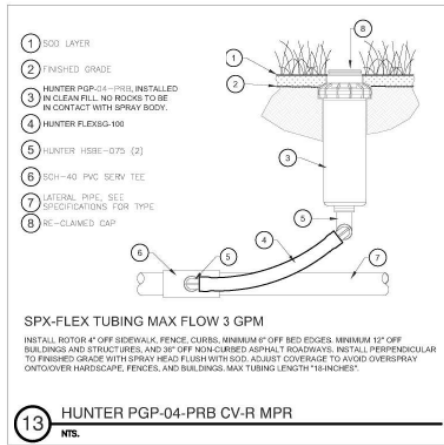
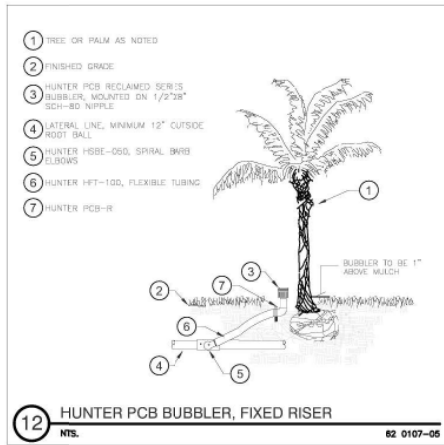
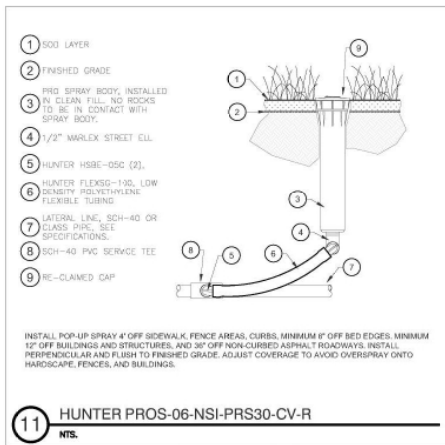
REGISTERED LANDSCAPE ARCHITECT  
FLA 1179  
MICHAEL FLAUGH  
FL 00000000

IR-2  
of 3

FDOT LANDSCAPE PERMIT  
NUMBER: 2023-L-496-00006

Project # 2022-0328\_HB





**NOTES:**

- CONTRACTOR MUST VISIT SITE PRIOR TO SUBMITTING HIS BID TO GET A VISUAL PICTURE OF THE COMPLEXITY, TREE / PALM LOCATIONS AND STRUCTURAL OBSTRUCTIONS THAT HE WILL NEED TO TAKE IN CONSIDERATION. THIS WILL ALSO REQUIRE WORKING WITH LANDSCAPE CONTRACTOR FOR PALM / TREE LOCATION AND OBTAINING INFORMATION ON THE WIDTH AND DEPTH OF ROOT BALLS AND OWNER FOR LOCATION OF NEW AND EXISTING UTILITIES.
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT THE INSTALLATION OF THIS IRRIGATION SYSTEM IS INSTALLED ACCORDING TO FLORIDA STATE PLUMBING CODE APPENDIX "F", LOCAL CODES ITS AMENDMENTS, AND PER ALL MANUFACTURERS INSTALLATION RECOMMENDATIONS / REQUIREMENTS. WORK SHALL BE SECURED FOR PUBLIC HAZARDS ACCORDING TO O.S.H.A. REGULATIONS. A COPY OF CURRENT LOCATING TICKET SHALL BE ON SITE DURING WORK. NEW ON SITE UTILITIES, POOL PIPING AND SO ON; CONTRACTOR MUST WORK OWNER FOR THE LOCATION OF THESE UTILITIES PRIOR TO COMMENCING WORK.
- IRRIGATION PLANS; PIPE LAY-OUT AND ZONE VALVE EQUIPMENT SHOWS THE INTENDED ROUTING, CONTRACTOR MUST NEGOTIATE THE PIPE ROUTING THROUGH ALL THE OBSTRUCTION IN THE FIELD IN THE MOST EFFICIENT MANNER. VERIFY THAT ALL CORE DRILL LOCATIONS ARE NOT IN FRONT OF A FUTURE PALM/TREE ROOT BALL.
- PRIOR TO COMMENCING WORK, CONTRACTOR MUST VERIFY MINIMUM FLOW & PRESSURE OF; 15 GPM @ 46 PSI. HE/SHE MUST PERFORM A FIVE DAY PRESSURE TEST (MONDAY THRU. FRIDAY) USING DIGITAL RECORDER MOUNTED IN THE BACKFLOW TEST COCK (UP STREAM OF CHECK VALVE). IF PRESSURE IS SHOWN BELOW DESIGN MINIMUMS AT ANY GIVEN TIMES DURING NORMAL IRRIGATION HOURS, HE/SHE MUST SEND TEST RESULTS IN PDF FORMAT TO OWNER & LANDSCAPE ARCHITECT FOR REVIEW AND WAIT FOR INSTRUCTIONS ON HOW TO PROCEED.
- RAIN SENSOR: HUNTER WR-CLIK. MOUNT IN A LOCATION THAT HAS A MINIMUM OF A 12-FOOT RADIUS CLEAR OF VERTICAL OBSTRUCTIONS AS WELL AS OUT OF AIRFLOW FROM A/C UNITS.
- PIPING: ALL LATERAL, MAINLINE AND SLEEVE PIPING IN SHALL BE SCH-40, BURIED WITH MINIMUM COVERAGE AS SHOWN IN DETAIL #21 & #22. KEEP ALL PIPES MINIMUM 18-INCHES OFF VERTICAL STRUCTURES. ALL PIPE FITTINGS SHALL BE SCH-40. ALL WIRE CONDUIT SHALL BE SCH-40 USING SWEEP ELBOWS IN ALL DIRECTIONAL TURNS. ABOVE GROUND PIPING SHALL BE SECURED TO WALL OR ELECTRICAL RACK ("C" CHANNEL) EVERY 3- FEET.
- CONTROLLER; HUNTER HPC-400 w/ (2) PCM-900 MODULES - 22 STATION CONTROLLER, WIFI, FLOW SENSING WALL MOUNT CONTROLLER, SET CONTROLLER DISPLAY MINIMUM 5- FEET ABOVE FINISHED GRADE. OBTAIN OWNERS APPROVAL FOR PROPOSED CONTROLLER LOCATION AND LOCATION OF RAIN SENSOR. CONTRACTOR TO INSTALL (2) CONTROLLER GROUNDING PLATES RATHER THAN A ROD AND PLATE AS SHOWN ON DETAIL #16 INSTEAD OF COORDINATE WITH OWNER FOR POWER TO CONTROLLER.
- FLOW SENSOR; HUNTER HC FLOW METER. INSTALL PER DETAIL #20, COMMUNICATION WIRE- USE PAIGE 2-PAIR 18 GAUGE SHIELDED CABLE WITH DRAIN WIRE (P7171D-A-Rev 7).GROUND DRAIN-WIRE IN CONTROLLER BUSS BAR. RUN CABLE IN IN A CONDUIT THAN ZONE CONTROL WIRES.
- WIRES; ALL ABOVE AND BELOW GROUND WIRES SHALL BE INCASED IN A SCH-40 CONDUIT. ALL WIRE CONDUIT DIRECTIONAL CHANGES SHALL COMPLETED USING SWEEP ELBOWS. ALL MAINLINE SLEEVING SHALL HAVE A 1.5-INCH SCH-40 WIRE CONDUIT. ZONE CONTROL WIRES SHALL BE; 18 GAUGE SINGLE SOLID STRAND RATE FOR DIRECT BURIAL. HOT WIRES TO BE 18 GAUGE YELLOW, COMMON WIRES 18 GAUGE WHITE AND BLUE 18 GAUGE SPARE WIRES (MINIMUM TWO IN EACH DIRECTION). ALL SPICES TO BE PERFORMED IN VALVE BOXES USING 3M-DBY OR HUNTER "DBRY100" SPLICE KITS. LOOP ALL WIRES INTO ALL ZONE VALVE BOXES LEAVING ADDITIONAL 30-INCHES LOOSE WIRE COILED UP AND PLACED TO THE SIDE IN VALVE BOX. CONTRACTOR TO ADD ADDITIONAL SPLICE BOXES AS NEEDED
- ZONE VALVES; ALL DRIP ZONE VALVES SHALL HAVE A 1-INCH FILTER AND ACCU-SYNC ADJUSTABLE PRESSURE REGULATOR,SEE DETAIL #15, ALL OTHER ZONES PER DETAILS #14 & 16. ZONE VALVES SHOWN OUTSIDE PROPERTY IS FOR GRAPHIC CLARITY, TO BE PLACED WITHIN PROPERTY - OUT OF VIEW IN MULCH BEDS WHENEVER POSSIBLE.
- POP-UP HEADS; INSTALL PER DETAILS #11 - #13, PLACED AS SHOWN PER PLANS. ADJUST LOCATION FOR CURRENT CONDITIONS TO MAXIMIZE COVERAGE. USE RADIUS REDUCTION SCREW ON NOZZLE AND OR ADJUST HEAD AS NEEDED (HEAD SPACING SHALL BE THE SAME AS RADIUS OF THROW).
- FINAL WALK THROUGH; PROVIDE OWNER WITH AN ASBUILT DRAWING SHOWING LOCATION OF ALL EQUIPMENT, SLEEVING ENDS (BOTH ENDS), CORE DRILL LOCATION WITH MINIMUM TWO POINTS REFERENCE FROM FIXED STRUCTURES. PROVIDE "OWNERS MANUALS FOR ALL EQUIPMENT. IF WIFI LINK IS NOT AVAILABLE, ACTIVATE ALL ZONES FROM CONTROLLER - TEST RAIN SENSOR SHUT-OFF ON RANDOM ZONES. CONTRACTOR TO ASSIST OWNER IN LINKING CONTROLLER AND PHONE OR COMPUTER TO ONLINE HYDRAWISE SOFTWARE. PROVIDE OWNER WITH A (1) YEAR WARRANTEE FOR ALL MATERIAL AND LABOR.

Scale: 1" = 8'

Design Date: \_\_\_\_\_

Drawn By: RT

Last Date: 03-28-2022

Modified: \_\_\_\_\_

Revisions: \_\_\_\_\_

IRRIGATION DRIP DETAILS

**New Residence**  
3521 S. Ocean Blvd  
Highland Beach, FL., 33487

**Michael Flaugh**  
Digitally signed by Michael Flaugh  
Date: 2023.05.08 15:29:00 -0400'

NORTH

IR-3  
of 3

Project # 2022-0328\_HB

SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT FOUR (4) INCLUSIVE LANDSCAPE MAINTENANCE  
MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of July 2017, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the Town of Highland Beach, a municipal corporation of the State of Florida, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Road A1A (South Ocean Boulevard) as part of the State Highway System as described in Exhibit "A"; and

WHEREAS, the AGENCY or adjacent property owner seeks to install or has installed and the AGENCY maintains certain landscape improvements, as defined in paragraph numbered 2, page 2, within the right of way of State Road A1A (South Ocean Boulevard) as described within Exhibit "B" and "C"; and

WHEREAS, the AGENCY seeks to install, has installed and maintains certain landscape improvements within the right of way of State Road A1A (South Ocean Boulevard) as described within Exhibit "B", and "C"; and

WHEREAS, the AGENCY and the DEPARTMENT have entered into previous agreements for the AGENCY to maintain landscape improvements on DEPARTMENT right of way; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facilities as State Road A1A (South Ocean Boulevard) described further in Exhibit "A" attached hereto and incorporated by reference herein; and

WHEREAS, the AGENCY is of the opinion that the highway facilities within the AGENCY'S limits that contain landscape improvements shall be maintained by the AGENCY; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that were made at the request of the AGENCY; and



**WHEREAS**, as designated to be superseded, the AGENCY and DEPARTMENT intend for this agreement to replace and supersede the landscape agreements described within **Exhibit "D"** designated to be superseded, except as otherwise provided in this Agreement; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the AGENCY by Resolution No. 17-012 R dated July 5, 2017, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES BY AGENCY

The AGENCY has installed certain *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referenced to as the Project(s) and incorporated herein as **Exhibit "C"**. *Hardscape* shall mean, but not be limited to, site furnishings, landscape accent lighting, fountain, tree grates, decorative free standing or retaining wall(s), and/or any sidewalk, median and roadway specialty surfacing, such as concrete pavers, color stained stamped concrete, and/or asphalt patterned pavement, but excludes standard concrete sidewalk.

When the AGENCY is installing or will install the PROJECT, they shall comply with the following criteria.

- (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA). All plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, Florida Grades and Standards for Nursery Stock; and all trees shall meet Florida Power & Light, Right Tree, Right Place, South Florida.
- (b) Trees and palms within the right of way shall be installed and pruned to prevent encroachment to roadways, clear zones and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system and the Maintenance Plan, **Exhibit "E"**.
- (c) Tree and palm pruning shall be supervised by properly trained and certified personnel and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI) Part A-300.

- (d) Irrigation installation and maintenance activities shall conform to the most current standards set forth by the Florida Irrigation Society (FIS), Standards and Specifications for Turf and Landscape Irrigation Systems.
- (e) The AGENCY shall provide the DEPARTMENT accurate as-built plans of the irrigation system so in the future, if there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible.
- (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, for these improvements it shall be the AGENCY'S responsibility to obtain a permit for such work through the local maintenance office and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.
- (g) Patterned Pavement (if applicable) shall be installed and maintained as described in Exhibit "F" and Exhibit "G".
- (h) All hardscape shall be installed and maintained in strict accordance with the most current edition of the Florida Accessibility Code for Building Construction and the Interlocking Concrete Pavement institute (ICPI).
- (i) All activities, including landscape improvements installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the Manual on Uniform Traffic Control (MUTCD) and FDOT Design Standards, Index 600 Series, Traffic Control through Work Zones.
- (j) The most current edition of FDOT Design Standards (Sight Distance at Intersections), Index 546 must be adhered to.
- (k) Horizontal and Clear Zone as specified in the FDOT Plans Preparation Manual, Volume 1, Chapters 2 and 4 and FDOT Design Standards, Index 700 must be adhered to in all activities performed on the State Highway right of way.
- (l) Landscape improvements shall not obstruct roadside signs, traffic signals or permitted outdoor advertising signs (see Florida Administrative Code [F.A.C.] Rule Chapter 14-40, Part I and Part III.)
- (m) The AGENCY shall provide the local FDOT Operation Center, Palm Beach Operations, 7900 Forest Hill Boulevard, West Palm Beach 33413 (561) 432-4966 a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The AGENCY shall notify the local FDOT Operations Center forty-eight (48) hours prior to the start of the project.
- (n) If there is a need to restrict the normal flow of traffic, it shall be done on off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the project. The DEPARTMENT'S Public Information Office shall also be notified.

- (o) The AGENCY shall be responsible to clear all utilities within the landscape improvement limits before construction commences.
- (p) The AGENCY shall follow the minimum level of maintenance guidelines as set forth in FDOT's Rule Chapter 14-40 *Highway Beautification and Landscape Management*, the FDOT *Guide to Roadside Mowing and Maintenance Management System*, FDOT *Maintenance Rating Program Standards* and **Exhibit "E"**, the Maintenance Plan for maintenance activities for landscape improvements as well as the superseded landscape agreement's Maintenance Plan's Part II, **Exhibit "E"**, and **Exhibit "G"**, the Patterned Pavement Maintenance.

### 3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"**. The landscape improvements outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to Section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with the specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "E"**, the Maintenance Plan and **Exhibit "G"** the Patterned Pavement Maintenance. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas within the median and areas outside the travelway to the right of way and areas within the travelway containing non-standard surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing and the associated header curb and concrete areas (if applicable) on DEPARTMENT right of way within the limits of this Agreement.
- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plants; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage and permitted outdoor advertising signs (per Florida Statute 479.106), and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants and include trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plants in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment, in optimum condition. To maintain also means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and

grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway for these improvements, all costs associated with the utilities associated with landscape accent lighting and/or irrigation including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining AGENCY'S responsibility.

(1) The AGENCY shall be directly responsible for impact and connection fees.

AND

(2) If installed by the DEPARTMENT the AGENCY shall become responsible for the above named utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter. The construction project is accepted prior to the start of the Specification 580 Plant Establishment Period.

AND

(3) The AGENCY shall be responsible for all the improvements immediately after final acceptance of the construction project by the DEPARTMENT except for the plant materials. The AGENCY shall be responsible for the maintenance of all landscape improvements after the completion of the Specification 580 Plant Establishment Period.

- D. The above named functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

#### 4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If at any time after the AGENCY has undertaken the landscape improvement installation and/or maintenance responsibility mentioned above, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary, may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, to placing said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:





- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.
- (e) If the AGENCY'S landscape improvements include additional maintenance requirements, the DEPARTMENT and the AGENCY shall agree in writing and require signature from the responsible AGENCY'S City Manager or designee approval signature, and the DEPARTMENT shall enter into an Agreement Amendment describing the additional requirements.

## 7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the right of way identified in **Exhibit "A"** of this Agreement that the AGENCY shall be responsible for maintaining under this Agreement subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of the Agreement with regard to any additional landscape improvements installed by an adjacent owner.
- (d) If the Adjacent Property Owner's landscape improvements include additional maintenance requirements, the DEPARTMENT and the AGENCY shall agree in writing and require signature from the responsible AGENCY'S Town Mayor or designee approval signature, and the DEPARTMENT shall enter into an Agreement Amendment describing the additional requirements.

## 8. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

## 9. AGREEMENT TERM

- A. The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.
- B. If the DEPARTMENT cancels one or all the landscape improvements described in Exhibit "B", this Agreement shall still be valid.

## 10. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for this landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
  - (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured.
  - (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
  - (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) day notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.









**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the day and year first above written.

TOWN OF HIGHLAND BEACH

By: *Cal Feldman*  
Chairperson/Mayor/Manager

Attest: *Lanell Gaski* (SEAL)  
Clerk

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: *Stacy Ottler*  
Transportation Development Director

Attest: *Annatahne* (SEAL)  
Executive Secretary

Legal Review                      Date  
*[Signature]*                      7-5-17

Legal Review                      Date  
*David Adamow*                      7/18/2017  
Office of the General Counsel



**SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH**

**EXHIBIT A**

**TOWN OF HIGHLAND BEACH**

**LANDSCAPE IMPROVEMENT**

**LIMITS AND MAINTENANCE BOUNDARIES LIST**

All state rights of way within the limits of the **TOWN OF HIGHLAND BEACH** to be maintained are from:

**State Road A1A from approximately 1/4 mile North of Spanish River Boulevard (M.P. 4.868) to approximately 1/2 mile South of Linton Boulevard (M.P. 7.711)**

**SECTION No.: 93060  
 S.R. No.: A1A  
 COUNTY: PALM BEACH**

**EXHIBIT A  
 TOWN OF HIGHLAND BEACH  
 LANDSCAPE MAINTENANCE LIMITS TABLE**

**The following are State Road(s) to be maintained within the limits of the  
 Town of Highland Beach**

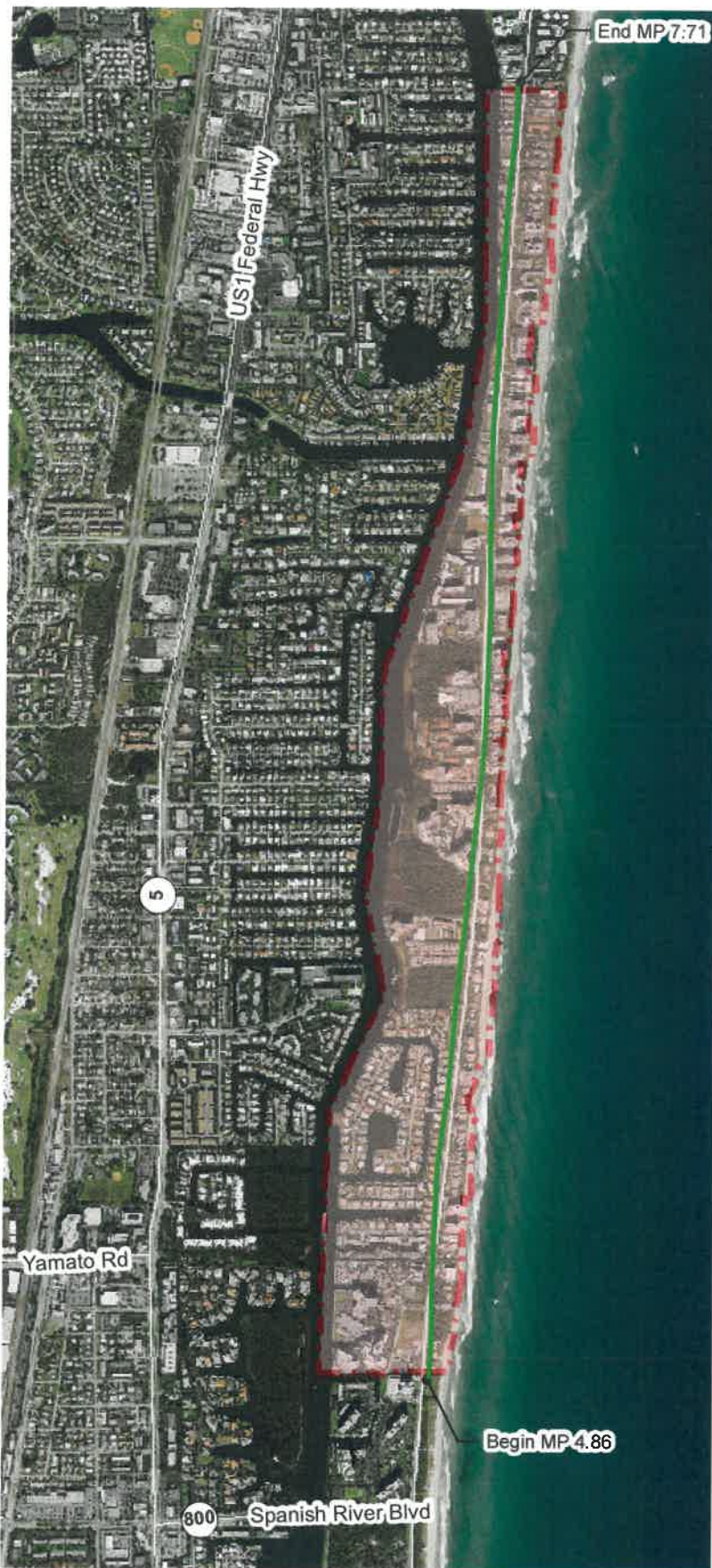
<b>STATE ROAD</b>	<b>BEGIN ROAD NAME</b>	<b>BEGIN MILEPOST</b>	<b>END ROAD NAME</b>	<b>END MILEPOST</b>	<b>MAINTENANCE LIMITS</b>
A1A (S. Ocean Boulevard)	¼ mile North of Spanish River Blvd.	4.868	½ mile South of Linton Blvd.	7.711	ROW to ROW according to the Town Limits

Areas to be maintained by the Agency pursuant to this Landscape Maintenance Memorandum of Agreement (MOA).

**SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH**

**EXHIBIT A  
TOWN OF HIGHLAND BEACH  
LANDSCAPE MAINTENANCE LIMITS GRAPHIC**

***See Attached Graphic of State Road(s) to be maintained within the limits of the  
Town of Highland Beach***



**Legend**

-  Highland Beach City Limits
-  Inclusive Agreement

**Town of Highland Beach**

Inclusive Landscape Maintenance Memorandum of Agreement

Maintenance Boundary Graphic



**SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH**

**EXHIBIT B  
PENDING PERMIT PROJECTS  
LANDSCAPE AGREEMENT(S)**

**PERMIT PROJECTS DESCRIPTION:**

**Permit 2016-L-496-0014**

4111 S. Ocean Drive  
State Road A1A (S. Ocean Boulevard) from (M.P. 5.46) to (M.P. 5.665)

**Permit 2016-A-496-0093 and 2016-L-496-0015**

2624 South Ocean Boulevard  
State Road A1A (S. Ocean Boulevard) from (M.P. 7.327) to (M.P. 7.342)

**Permit 2017-L-496-0001**

2445 S. Ocean Boulevard  
State Road A1A (S. Ocean Boulevard) from (M.P. 7.513) to (M.P. 7.538)



**SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH**

**EXHIBIT C  
PENDING PERMIT PROJECT  
LANDSCAPE IMPROVEMENT PLANS**

**Please see attached plans by:**

**Permit Projects Plans**

**Permit 2016-L-496-0014**

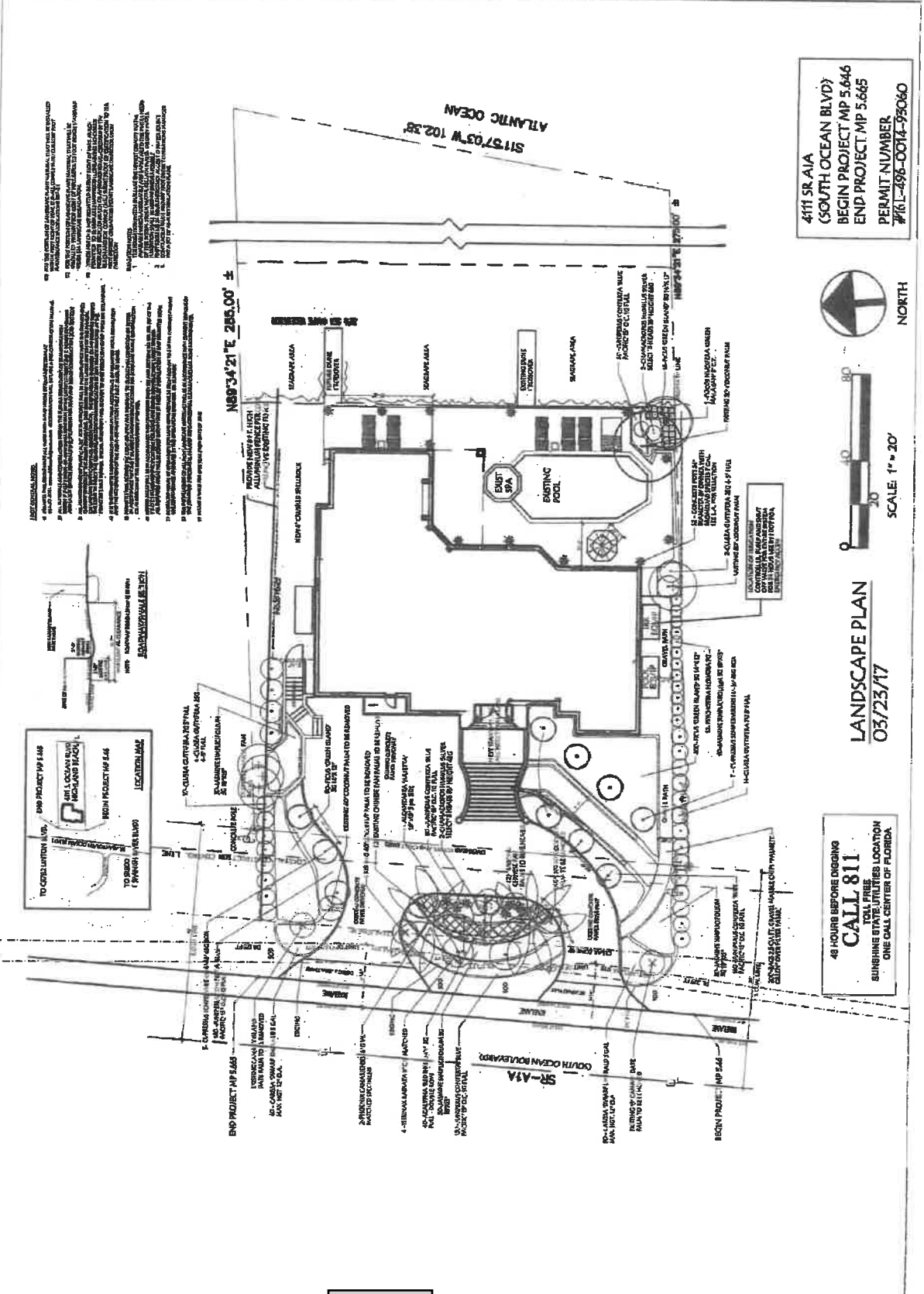
**\*Romanski Residence  
4111 S. Ocean Drive  
State Road A1A (S. Ocean Boulevard) from (M.P. 5.46) to (M.P. 5.665)  
Peter Strelkow, LA  
HS2G, Inc., Landscape Architecture  
Date: March 23, 2017  
Sheet L-1**

**Permit 2016-A-496-0093 and 2016-L-496-0015**

**\*Ogilbee Residence  
2624 South Ocean Boulevard  
State Road A1A (S. Ocean Boulevard) from (M.P. 7.327) to (M.P. 7.342)  
Louis Vlahos, LA  
Majestic View Landscape Architects  
Date: March 3, 2017  
Sheets CO- 1 & 2, LP- 1 to 5 & IR – 1 & 2**

**Permit 2017-L-496-0001**

**\*Hamister Residence  
2445 S. Ocean Boulevard  
State Road A1A (S. Ocean Boulevard) from (M.P. 7.513) to (M.P. 7.538)  
Krent L. Wieland, LA  
KWD Landacape Architecture  
Date: May 4, 2017  
Sheets L – 1 to 4**

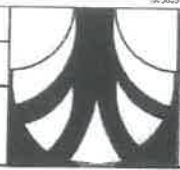


# F.D.O.T. SUBMITTAL DOCUMENTS

2624 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FLORIDA  
FDOT PERMIT NO. 16L-496-0015-83080



MAJESTIC VIEWS LANDSCAPE ARCHITECTS  
Landscape Architecture - Construction Management  
4711 Cypress Drive South, Boynton Beach, FL 33466  
Phone: 561-752-9835 Fax: (561) 752-4110



REV. NO.	DATE
# 1	03.05.17

JOB NO:  
DRAWN BY: LV  
DATE: 02.08.17  
SCALE: NTS

SHEET NO.  
**CO-1**



REV. NO.	DATE
1	03.03.17
JOB NO:	
DRAWN BY: LY	
DATE: 02.06.17	
SCALE: NTS	
SHEET NO.	
CO-2	

**MAINTENANCE AGREEMENT NOTES**

- Any non-standard component specified on FDOT right of way in addition to trees and soil such as planting shrubs, groundcover, hardscape, and/or an irrigation system requires an executed Maintenance Memorandum of Agreement (MMOA) prior to final permit approval for this project. Please submit MOOA documents with next submittal and contact Mary Ann Fienobor (MaryAnn.Fienobor@dot.state.fl.us - 904-677-7897) for the MMOA process and submittal requirements.

**F.D.O.T. SAFETY NOTES**

- Design speed for South Ocean Blvd. SR-A1A (South Ocean Blvd.) is indicated as 35 MPH.
- Clear Sight Limits is indicated on plans per FDOT Design Standard Index 546.
- Reference: <http://www.dot.state.fl.us/roadsafety/DSI/DSI00546.pdf>

**F.D.O.T. PLANTING NOTES**

- Landscape installation shall comply with current FDOT Standard Specifications 680. Reference: <http://www.dot.state.fl.us/roadsafety/roadsafety/maintenance/SpecBooks/2015/Files/SS60-2015.pdf>
- Planting details use FDOT Standard Index 644 Details. Online Reference: <http://www.dot.state.fl.us/roadsafety/DSI/DSI0644.pdf>
- Sod areas are existing and proposed as part of this project.
- Sodded areas will be in accordance with Standard Index 105 and sections 162, 675, 981, 982, 983, 987 of the Department's Standard Specifications for Road and Bridge Construction, latest edition. All disturbed areas will be sodded within one (1) week of installation of said permitted work.

**F.D.O.T. IRRIGATION NOTES**

- The Irrigation system shall use the lowest quality water available which adequately and safely meets the water needs of the system. Storm water, reclean water, or grey water irrigation shall be used whenever possible.
- Irrigation and its water source must be indicated for proposed landscapes. Irrigation contractor will provide a built Irrigation Plan prior to final inspection.
- COOT requires 24 hour emergency access to water source.
- Irrigation plan need to indicate water connection points and electrical connection for proposed controllers and pumps.
- Verify that above-ground irrigation items such as backflow preventers, pumps and controllers are not located within the Horizontal Clearance Zone.
- Contractor shall provide FDOT District Operations Manager with a set of "As-Built" irrigation plans.

**DISCLAIMER**

- The Landscape Architects plans and calculation are based on information provided by the Surveyor, Civil Engineer and Architect. See Engineering Plans for any roadway & driveway construction, grading & drainage, utilities, etc. The Landscape Plans are solely for approval of landscape and irrigation improvements and their relationship w/ exist elements within the ROW, required DOT Sight Lines and FPL, Right Tree Right Place requirements.

**F.D.O.T. GENERAL NOTES**

- All materials and construction within the Florida Department of Transportation Design (F.D.O.T.) Right-of-way shall conform to the latest edition F.D.O.T. Design Standards & latest edition Standard Specifications for Road and Bridge Construction 2016.
- Contractor shall repair any and all damage done to FDOT property during demolition, relocation &/or installation activities at his sole expense.
- Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost & expense from the site to the Palm Beach Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.
- Maintenance of Traffic M.O.T. for this project will comply with the FDOT Standard Index (600 series) and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Special attention will be given to FDOT Design Standard Index 611, 612, 613, and 660.
- It is the Permittee's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right-of-way from the FDOT prior to usage. Permittee will restore the Right-of-way as a minimum to its original condition or better in accordance with FDOT's latest Standard Specifications for Road & Bridge Construction or as directed by the Resident Operations Engineer.
- Sodded areas will be in accordance with Standard Index 105 and sections 162, 981, 982, 983, 987 of the FDOT's Standard Specifications and Bridge Construction, latest edition 2016. All disturbed areas will be sodded within one (1) week of installation of said permitted work.
- For the portion of landscape plant material that will be installed within the FDOT Right of Way landscape installation shall comply w/ current FDOT Maintenance Specifications 580-2.1. Online Reference: <http://www.dot.state.fl.us/roadsafety/maintenance/Maintenance/2015/SpecBooks/580-2.1>
- For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to FDOT Design Standard Index 644 Landscape Installation. Online Reference: <http://www.dot.state.fl.us/roadsafety/DSI/DSI0644.pdf>
- Architectural Pavers Installation for sidewalks and/or driveways within FDOT Right of Way shall comply with current FDOT Standards Specifications 688. Online Reference: <http://www.dot.state.fl.us/roadsafety/maintenance/SpecBooks/688>
- Restriced hours of operation will be from 8:00am-3:30pm. (Monday-Friday), unless otherwise approved by the Operations Engineer, or assignee.
- Permittee will coordinate all work with David Moore of Transfield Services at 954-317-8044. [dmoores@transfield-services.com](mailto:dmoores@transfield-services.com). Coordination will include a Pre-Construction meeting.

**PERMITTEE: PLEASE NOTE:**

- Permittee's contractors that are performing permitted work activities shall provide the FDOT (Permit Office) proof of a proper state contractor's license and certificate of liability insurance prior to any commencement of permitted work.
- The installation of all new landscape materials will be in accordance with current editions 2016 of the Standard Indexes #546, 544 and 700 (horizontal clearance/clear zone requirements).
- Permittee will provide the FDOT with certified "As-Built" plans prior to final

FDOT PERMIT NO. 16L-496-0015-93060





MAJESTIC VIEWS LANDSCAPE ARCHITECTS  
 Landscape Architecture - Construction Management  
 4711 Cypress Drive South, Boynton Beach, FL 33435  
 Phone: (561) 724-9888 Fax: (561) 724-1110

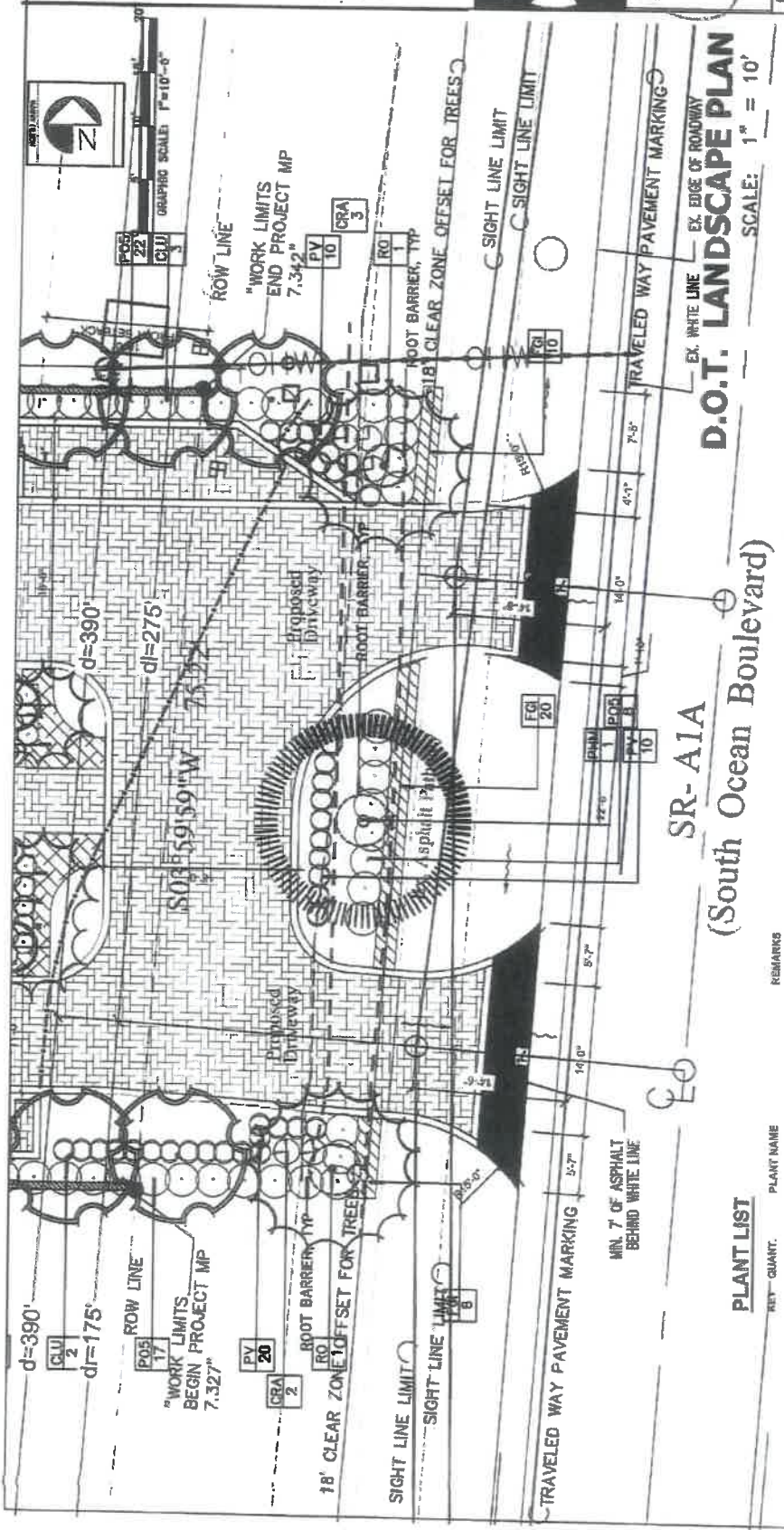
OGILBEE RESIDENCE  
 2524 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FL  
 D.O.T. LANDSCAPE PLAN

LOUIS BULLS VLANDS  
 LANDSCAPE ARCHITECT  
 #6686677  
 LC #260000518

REV. NO. DATE  
 1 03.03.17

JOB NO:  
 DRAWN BY: LY  
 DATE: 02.08.17  
 SCALE: 1" = 10'

SHEET NO.  
 LP-1



SR-A1A  
 (South Ocean Boulevard)  
 D.O.T. LANDSCAPE PLAN  
 SCALE: 1" = 10'

GENERAL PLANTING NOTES

- All planting notes to the Florida #1 grade or better, as indicated by "grade and standards for nursery plants", part 1 and part II (2016), State of Florida, Department of Agriculture, Tallahassee.
- All prohibited plant species shall be indicated from the site.
- All plant material to be handled and planted in accordance with standard nursery practices.
- All plant material to be guaranteed for a period of ninety (90) days from date of installation.
- For planting beds to receive three (3) inches of mulch, recycled bark or other mulch, type "B", or better.
- All planting areas must be irrigated to provide 100% coverage & 50% overlap by an automatic irrigation water system installed by certified Irrigation.
- Soil and irrigation will be provided within all the unshaded areas including the R.O.W.
- All mechanical equipment must be screened on these sites with hedge, solid fence or wall to a height minimum of 6' above the limit.
- The Landscaping and Irrigation should be focused 48 hours prior to commencement of landscape construction.
- 1-800-454-4778 SUNSHINE STATE ONE CALL FOR FLORIDA No. 110118
- The general contractor is responsible for rough grade within two-three (2-3) inches of final grade.
- In case of unforeseen, the landscape plan takes precedence over the plan set.
- All existing trees to remain will be staked, chained and protected with an appropriate construction barrier.
- Minimum clearance of 15 ft. separates all trees from pole lights and overhead utility lines.
- Minimum clearance of 15 ft. separates all trees from unobstructed visibility within 2' and 6.5' above pavement level.

REMARKS

- 12'OA, 6'CT, 6'CT, full
- 4'5'OA, 2'CT, match
- 20'OA, 12'CT, full
- 18'22'OA, 8'9'W, full
- 18'OA, 10'CT, 8'CL, full
- 18'OA, 10'CT, 8'CL, full
- 18'OA, 10'CT, 8'CL, full
- 18'OA, 6'CT, 8'CL, full
- 4'5'OA, mulk, full
- 3' GAL, 2' OA, 2' CT, full
- 10' GAL, 6' OA, 18' OA, full
- 3' GAL, 3' OA, 24' OA, full
- 3' GAL, 3' OA, 24' OA, full
- 3' GAL, 18' OA, 24' OA, full
- 3' GAL, 14' OA, 18' OA, full
- 3' GAL, 14' OA, 18' OA, full
- 3' GAL, 14' OA, 18' OA, full
- 36'AL, 12' OA, 17' CT, full
- 3Q FT, full

PLANT LIST

TREES	QUANT.	PLANT NAME	REMARKS
QUERCUS ROBUR	8	Quercus Robur/Pilch Apple	12'OA, 6'CT, 6'CT, full
GAR	4	Garcinia Spicata/Garcinia Tree	4'5'OA, 2'CT, match
PALMS			
PHOENIX	1	Phoenix/Melipodium/Dato Palm	20'OA, 12'CT, full
LYCOP	1	Lycopodium/Claret Palm	18'22'OA, 8'9'W, full
FP1	1	Wax Palm/Claret Palm	18'OA, 10'CT, 8'CL, full
FP2	1	Wax Palm/Claret Palm	18'OA, 10'CT, 8'CL, full
FP3	1	Wax Palm/Claret Palm	18'OA, 10'CT, 8'CL, full
ADZ	4	Veitchia/Methylenedione Palm	18'OA, 6'CT, 8'CL, full
ACCENTS			
LP	2	Rhaphis Excelsa/Lany Palm	4'5'OA, mulk, full
SHRUBS & GROUND			
ROA	10	Podocarpus Neriifolia/Mossy Acacia	3' GAL, 2' OA, 2' CT, full
PO5	47	Podocarpus Neriifolia/Mossy Acacia	10' GAL, 6' OA, 18' OA, full
CR0	3	Podocarpus Neriifolia/Mossy Acacia	3' GAL, 3' OA, 24' OA, full
CR4	6	Podocarpus Neriifolia/Mossy Acacia	3' GAL, 3' OA, 24' OA, full
FO1	30	Podocarpus Neriifolia/Mossy Acacia	3' GAL, 18' OA, 24' OA, full
IX	30	Podocarpus Neriifolia/Mossy Acacia	3' GAL, 14' OA, 18' OA, full
PK	73	Podocarpus Neriifolia/Mossy Acacia	3' GAL, 14' OA, 18' OA, full
CAR	36	Podocarpus Neriifolia/Mossy Acacia	3' GAL, 14' OA, 18' OA, full
SOD	as req'd	Zoysia tenuifolia/Impatiens Zoysia	36'AL, 12' OA, 17' CT, full



**GENERAL NOTES:  
REQUIRED NOTES FOR LANDSCAPE PLANS**


1. All the plant material shall be Florida #1 or better, as set forth by the current edition of the Florida Department of Agriculture grades and standards for nursery plants.
2. All plantings shall be done in accordance with municipal codes and use some horticultural practices, as provided by the International Society of Arboriculture (ISA). All plants shall be installed so that the top of the root ball remains even with the soil grade. All trees and palms are to be banded with water at the time of installation to eliminate any air pockets. Trees and palms shall be properly banded and/or staked at the time of planting as per detail. Stakes and braces are to remain for a minimum of 12 months. The Contractor is responsible for the maintenance and removal of stakes and braces after a 12-month period. When applicable, existing trees to be saved should be banded prior to the construction as per detail. Protected areas shall remain clear of construction debris, vehicles, storage of materials and chemicals, etc., and barricades are to remain until final job acceptance. The Contractor is responsible for the maintenance and removal of the barricades.
3. The project's Landscapes Contractor shall contact the Town of Highland Beach Landscape Inspector to schedule a Pre-Construction Meeting prior to the landscape installation. Landscapes and Irrigation permits are required prior to the issuance of any commercial (i.e., non-residential) building permits. For residential projects, landscape and irrigation permits must be issued prior to the commencement of any landscaping installation and the work must be approved through a Final Landscape Field Inspection, prior to the issuance of a Final Certificate of Occupancy (FCO) for the entire project. Tree Relocation/Removal permits, if necessary, are required prior to the issuance of any building permits.
4. Planting soil shall be a weed-free and debris-free 60/40 mix, to be mixed with existing soil, free from rocks and debris, and backfilled into planting pits by washing in.
  - Shrub shall receive 6" of planting soil around the root ball.
  - Trees shall receive 12" of planting soil around the root ball.
  - Sodded areas shall receive 2" of planting soil beneath the sod.
  - All arid plants are to be backfilled with sand.
5. All landscape islands in parking lots and around buildings shall be excavated to a depth of 3" and backfilled with weed- and debris-free 60/40 planting soil, to the top of the curb.
6. All trees and palms in sodded areas shall have a minimum of 26" in diameter ring, covered with a 3" layer of mulch over the surface of the root ball and to avoid touching the crown of the trunk. Cover the entire hedge and shrub beds with a 3" layer of mulch. Avoid piling around the trunk areas. Pine trees shall have pine needle mulch covering all trees in groupings. Where planting areas include a catch basin, install erosion control matting (or per manufacturer's specs) 25' from the inner side failure to install shrubs and apply 3" layer of mulch. Mulch shall be Grade A, weed-free, *Erica/Myrica* or *Melaleuca*.
7. All landscape material shall maintain clearances around all fire hydrants, check valves, backflow preventions, Fire Department Equipment, etc., of at least 7' in the front and on the sides and 4' in the rear.
8. All shade trees shall be planted a minimum of 15' clearance from light poles; and may be 7'-6" away for small trees and palms only.
9. Site preparation shall include the eradication and removal of any exotic nuisance vegetation, weeds, grasses and the clean-up of any dead material, debris and rubbish.
10. All synthetic banding, synthetic string/cords or wire baskets shall be removed before any trees are planted. All synthetic rope (i.e. *roping rope, nursery rope*) shall be removed from the trunks, branches, etc. before inspection. The top 1/3 of any natural turp shall be removed or bucked into the planting hole, before the trees are backfilled.
11. All ground cover requires 75% coverage at the time of planting and 100% within 3 months of installation.
12. All trees installed within 6' of curbs shall be installed with root barriers.
13. Substitutions of plant material shall be permitted only after written approval of the Landscape Architect and the Town of Highland Beach Landscape Inspector. For any substitutions of plant material within the SIK-ALA right of way will also need written approval by the FDOT District Operations Manager.
14. All owners of the land or their agents shall be responsible for the maintenance of all landscaping pursuant to LDC Sections 901.14-901.15.
15. All plant material shall be guaranteed for a period of 12 months after final inspection by the Town of Highland Beach Landscape Inspector and the owner's acceptance.

16. All landscaped areas will be provided with a 100% irrigation coverage, 50% overlap, from a fully automatic irrigation system with a rain sensor shut-off, and pump and rust control and rust inhibitor devices. Adjust the system to avoid overspray onto structures or paving. Preserved ecological communities shall not be irrigated. All watering procedures shall conform to restrictions and regulations of the South Florida Water Management District and local watering restrictions. Xeriscaping Landscaping principles shall be applied in all sites as specified in the South Florida Water Management District's *Xeriscaping Plant Guide II*, updated as required.
17. The Contractor is required to submit certified as-built of the landscape to the Engineering Services Department for review and approval. Prior to planting the trees, the as-builts must include the design elevations and the design elevations, taken at least every 50' of the berm. The right-of-way lines, property lines and landscape buffer, etc., must be clearly shown on the as-built plan. Cross-sections must be provided at least every 50' of the berm and must indicate the slope, width and height of the berm and also label the right-of-way line, buffer width and property line. No sod or reseed/pains shall be placed on the berm until the Engineering Services Department approves the as-built.
18. The Landscapes Contractor shall be aware of the location of all easements and utilities above and below the ground and shall call for Utility Statement forty-eight (48) hours before any digging operations begin. All plant pits located in the easements shall be hand dug. The Landscapes Contractor shall repair all the damage to the underground utilities caused by digging, at no cost to the owner.
19. All trees will be located a minimum of 4' from underground utility lines.
20. The Landscapes Contractor shall verify estimated quantities of the material shown on the drawing prior to submitting his bid. The City-approved Planting Plan shall take precedence over the Plant I, II.
21. All plant material symbols shown on the Landscape Plan shall be considered diagrammatic and should be adjusted in the field by the Contractor to avoid all utilities and any other obstructions.
22. All areas disturbed during the construction shall be sodded with *St. Augustine "Platinum"*, unless otherwise noted, i.e., sodded, paved.
23. All sizes shown for the plant material on the plan are to be considered minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific steps or other as noted on the plan shall also be required for acceptance. All the trees shall be shrub/crack, unless otherwise noted on the plans. All Royal Palms must be *Florida Fancy*.
24. The scope of work includes all plants, materials, equipment and labor necessary to fulfill these plans and specifications. All costs associated with staking, guying, banded, fertilizers, overwatering, top-soil layer, mulch, water source, watering, pruning, removal of excess excavation material and work-site clean-up, are to be included in the price. Unless otherwise indicated, any other requirements necessary for complete acceptance of the job shall be considered incidental to the work involved. Pruning of all trees shall meet standards set forth by the *National Arborist Association, Inc.*
25. All mechanical equipment, air conditioning units, generators, irrigation pumps, FPL transformers, pool pumps, etc., must be removed to three (3) sides with landscaping; If a fence or wall is also required, then the landscaping shall be installed on the outside of the fence/wall. Plant material shall be to the height of each above ground element, with branches touching each other.
26. Trees and shrubs shall be fertilized with a general purpose fertilizer with a 1:1:1 ratio of Nitrogen, Phosphorous, and Potassium Fertilizer. Application rates are to be according to manufacturer's recommendations for installation of newly-established plant material. Palms shall be fertilized with a palm special fertilizer that is 100% Organic, a 2:1:1 ratio, containing Nitrogen, Phosphorous, and Potassium as major elements and containing minor elements, including Iron, Manganese, Magnesium, and Zinc. Application shall be according to the manufacturer's specifications for newly-established plant material. Areas to be sodded shall be fertilized with a 100% Organic General Purpose Fertilizer at a ratio of 1:1:1, containing Nitrogen, Phosphorous, and Potassium analysis with Iron, Magnesium and Manganese as minor elements. Applications shall be at the rate of 1 pound of actual Nitrogen per one thousand square feet and shall be fully incorporated into the top two inches of soil. There will be no fertilization during the winter months of December, January, and February.
27. The Landscapes Contractor shall be responsible for the maintenance of the landscaped area until the final job has been issued. The owner or his agent shall do watering to keep the plant root masses and planting soil uniformly moist to maintain a healthy growing condition until final job acceptance. The plant beds shall be free of debris and mowed. Sod shall be maintained between 3" and 5".
28. Final acceptance of this planting plan will not be given until:
  - a. A final walk-through by the Landscape Architect in performed (for commercial properties only).
  - b. Completion of all punch list items.
  - c. Submission of a written guarantee has been obtained and reviewed.
  - d. All FDOT Standards have been met and FDOT acceptance has been issued.

**MAJESTIC VIEWS LANDSCAPE ARCHITECTS**  
Landscape Architecture - Construction Management  
4711 Cypress Grove South, Boynton Beach, FL 33435  
Phone: 561-366-7541 Fax: 561-754-1110

**OGILBEE RESIDENCE**  
2824 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FL

**D.O.T. LANDSCAPE SPECIFICATIONS**



LOWLAND BEACH  
TOWN OF  
HIGHLAND BEACH  
FLORIDA

REV. NO.	DATE
# 1	03.03.17
# 2	03.24.17

**JOB NO:**

**DRAWN BY:** LV

**DATE:** 02.06.17

**SCALE:** NTS

**SHEET NO:**

**LP-2**

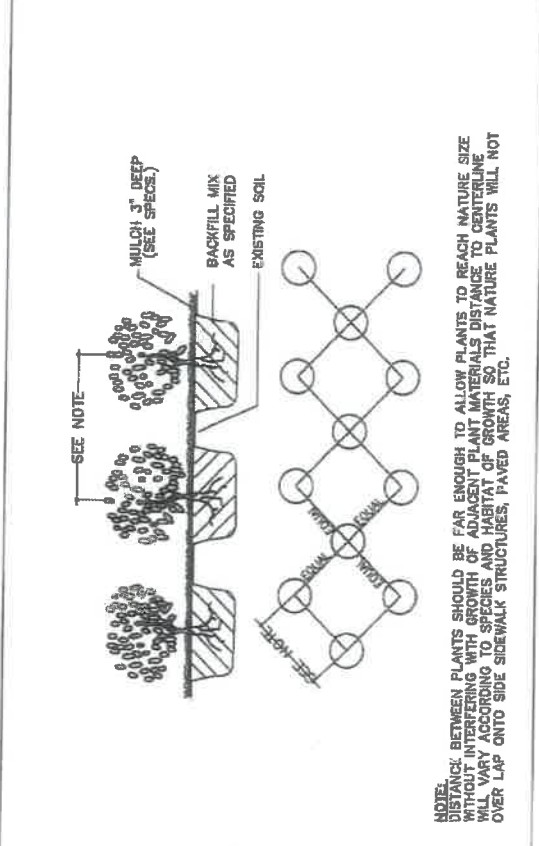
**FDOT PERMIT NO. 16L-496-0015-63060**





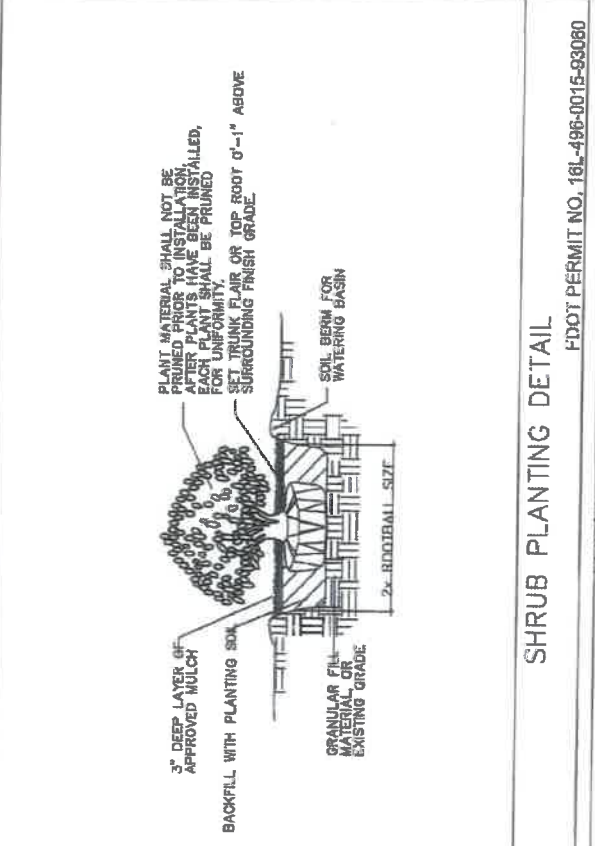
REV. NO.	DATE
# 1	05.03.17

JOB NO:  
 DRAWN BY: LV  
 DATE: 02.06.17  
 SCALE: NTS  
 SHEET NO.  
**LP-3**



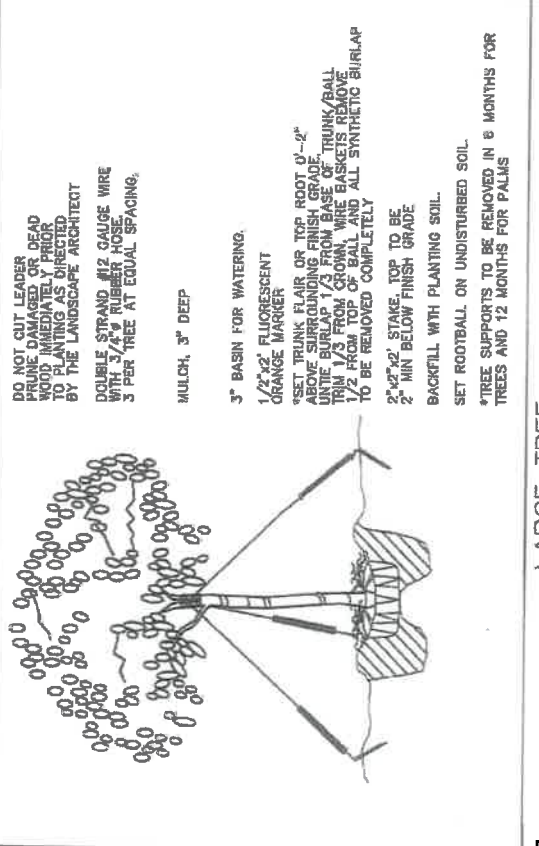
**NOTE:**  
 DISTANCE BETWEEN PLANTS SHOULD BE FAR ENOUGH TO ALLOW PLANTS TO REACH NATURE SIZE WITHOUT INTERFERING WITH GROWTH OF ADJACENT PLANT MATERIALS. DISTANCE BETWEEN PLANTS WILL VARY ACCORDING TO SPECIES AND HABITAT OF GROWTH SO THAT NATURE PLANTS WILL NOT OVER LAP ONTO SIDE SIDEWALK STRUCTURES, PAVED AREAS, ETC.

SHRUB / GROUND COVER SPACING DETAIL

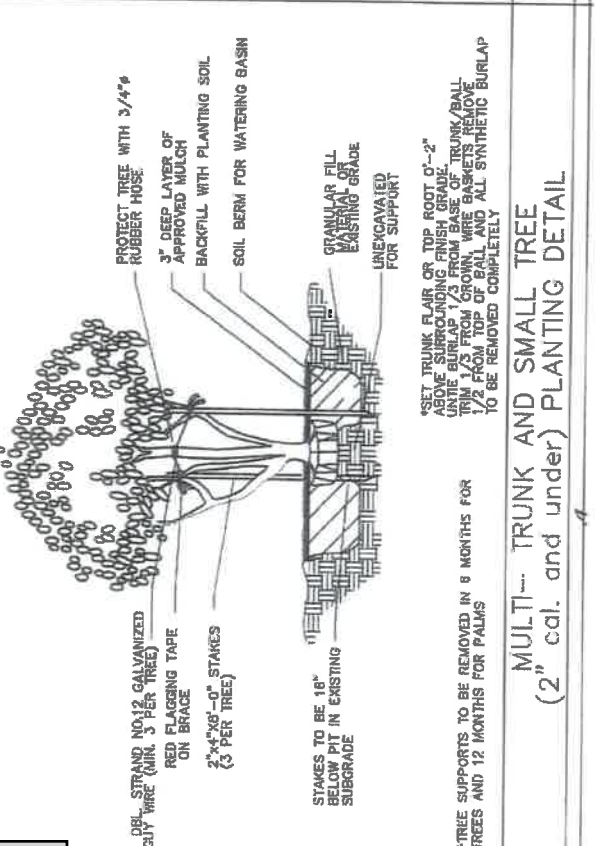


SHRUB PLANTING DETAIL

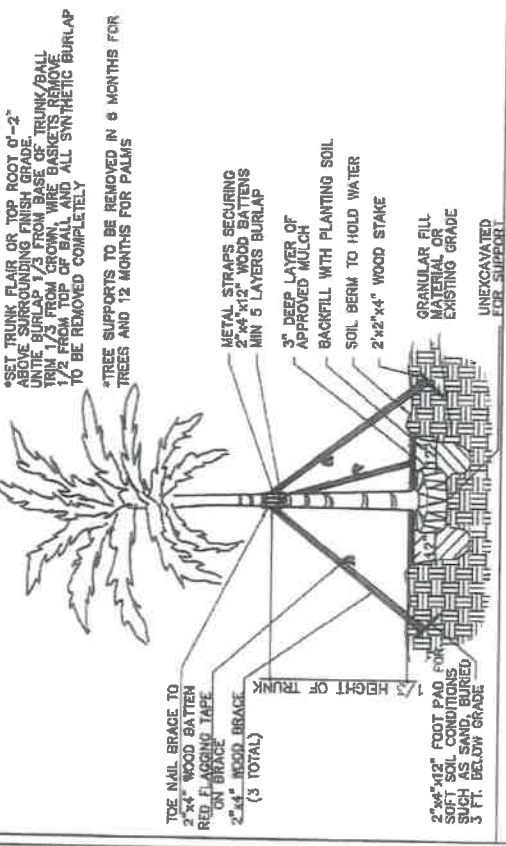
FDOT PERMIT NO. 161-496-0015-93060



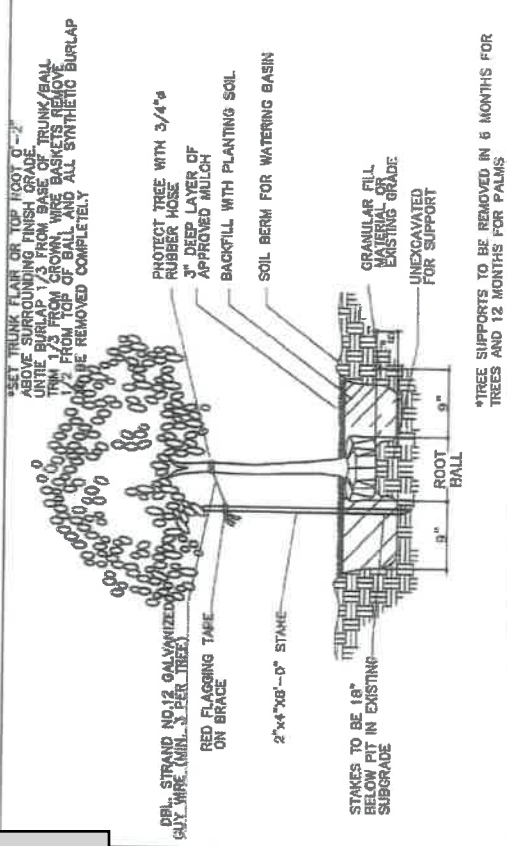
LARGE TREE  
 (2" cal. and over) PLANTING DETAIL



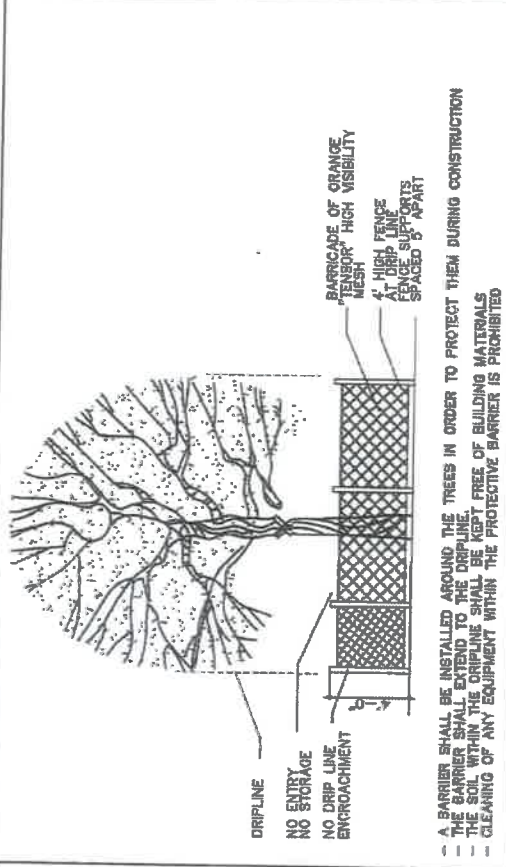
MULTI-TRUNK AND SMALL TREE  
 (2" cal. and under) PLANTING DETAIL



**PALM PLANTING DETAIL**



**SMALL TREE (2" cal. and under) PLANTING DETAIL.**



**TREE PRESERVATION BARRICADE FENCING DETAIL**

\*PLANTING HOLES TO BE 3 TIMES THE DIAMETER OF ROOT BALL AT THE SURFACE AND 2 TIMES THE DIAMETER OF ROOT BALL AT THE BOTTOM/DEPTH PER CITY OF WEST PALM BEACH REQUIREMENTS



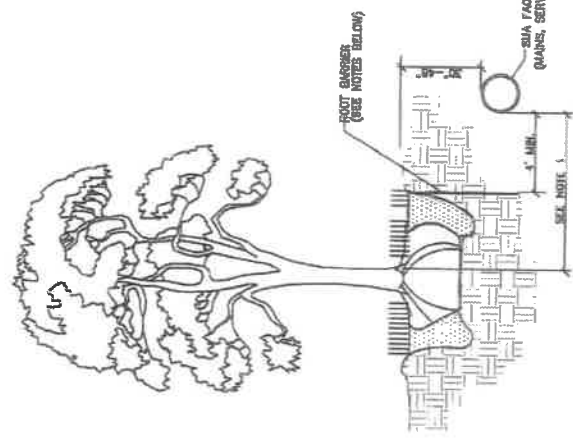
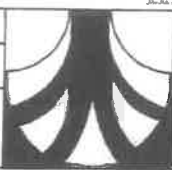
FDOT PERMIT NO. 16L-486-0015-93060

**MAJESTIC VIEWS LANDSCAPE ARCHITECTS**  
 Landscape Architecture - Construction Management  
 4711 Cypress Drive South, Boynton Beach, FL 33466  
 Phone: (561) 752-8835 Fax: (561) 752-1110

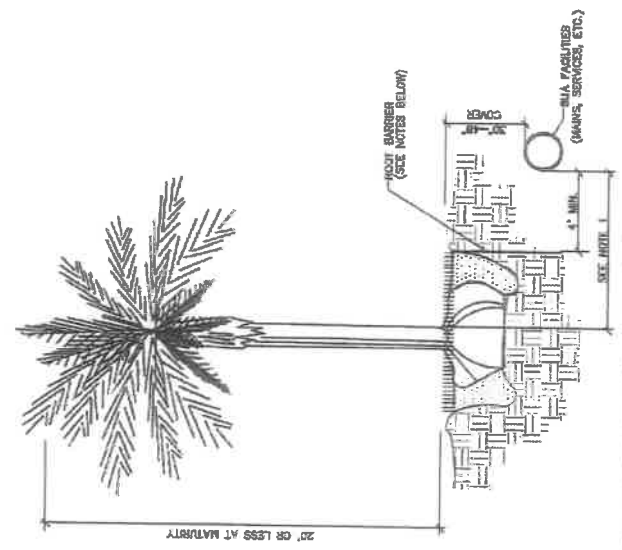
**OGLBEE RESIDENCE**  
 3274 SOUTH OCEAN BOULEVARD, NIGHT AND BEACH, FL  
 D.O.T. PLANTING DETAILS

REV. NO.	DATE
# 1	03.05.17

JOB NO:  
 DRAWN BY: LV  
 DATE: 02.06.17  
 SCALE: NTS  
 SHEET NO. **LP-4**



- NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)
1. THIS DISTANCE SHALL BE 10' MINIMUM WITH ROOT BARRIER AND 18' MINIMUM IF NO ROOT BARRIER IS USED.
  2. ALL ROOT BARRIERS SHALL BE 4' MINIMUM FROM ALL SEACAST FACILITIES.
  3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH SEACAST AND INSPECTED BY SEACAST PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
  4. ROOT BARRIERS SHALL BE MINIMUM 30" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 30" PANELS MANUFACTURED BY ENGBARRER.
  5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.
  6. LARGE PALM TREES INCLUDE ROYAL, WASHINGTONIAN, BISMARCK AND SIMILAR SIZED SPECIES.



- NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)
1. THIS DISTANCE SHALL BE 7' MINIMUM WITH ROOT BARRIER AND 10' MINIMUM IF NO ROOT BARRIER IS USED.
  2. ALL ROOT BARRIERS SHALL BE 4' MINIMUM FROM ALL SEACAST FACILITIES.
  3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH SEACAST AND INSPECTED BY SEACAST PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
  4. ROOT BARRIERS SHALL BE MINIMUM 30" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 30" PANELS MANUFACTURED BY ENGBARRER.
  5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

Typical Small Tree or Palm Tree with Root Barrier Typ. Canopy Palm Tree with Root Barrier



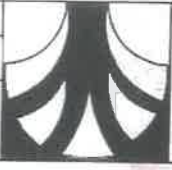
FDOT PERMIT NO. 16L-496-0015-93060



**MAJESTIC VIEWS LANDSCAPE ARCHITECTS**  
 Landscape Architecture - Construction Management  
 4711 Cypress Drive South, Boynton Beach, FL 33435  
 Phone: (561) 722-9835 Fax: (561) 252-4119

**OGILBEE RESIDENCE**  
 2824 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FL

**DOT IRRIGATION PLAN**



REV. NO.	DATE
# 1	03.03.17

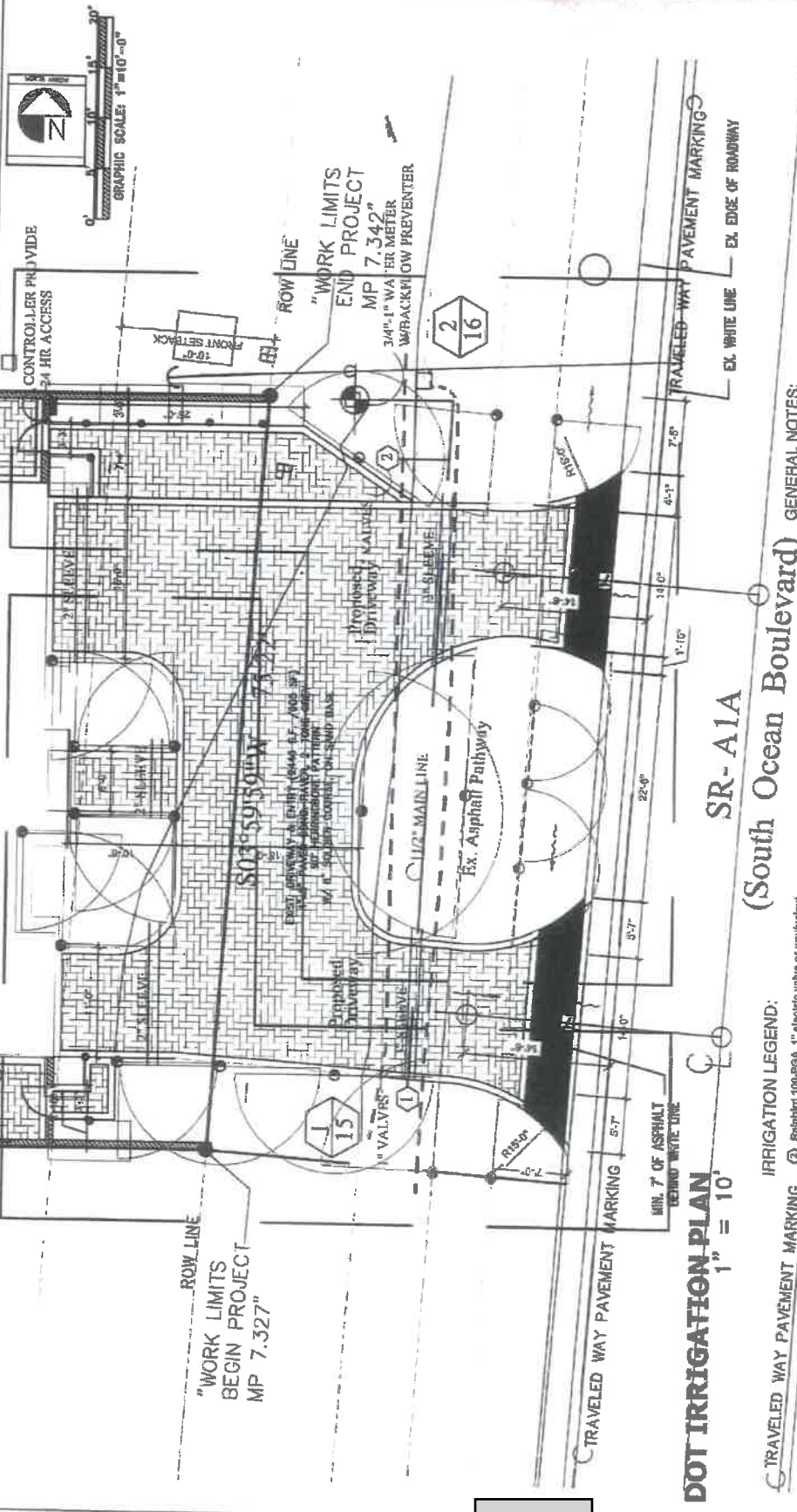
**JOB NO.:**

**DRAWN BY: LV**

**DATE: 02.06.17**

**SCALE: 1"=10'**

**SHEET NO. IR-1**



**GENERAL NOTES:**

All landscaped areas shall be provided with an automatic water supply system as approved through a local development permit. Proposed irrigation system is 70% wet/dry irrigation system clarifying use of city water as water source.

Irrigation contractor to provide seasonal operating schedule and average precipitation rates for each zone by system controller.

Zone precipitation rates for all hours within each valve circuit must be matched to within 20% of one another.

A regular irrigation maintenance schedule shall include but not be limited to checking, adjusting, and repairing irrigation equipment and resetting the automatic controller according to the section.

Irrigation system plus and specifications shall under go final testing and adjustment to achieve design specifications prior to completion of the system and acceptance by the owner's representative and the City. An as built plan shall be submitted if different than irrigation plan;

**IRRIGATION LEGEND:**

① Rainbird 100-PGA, 1" electric valve or equivalent.

② Rainbird 100-PGA, 1" electric valve or equivalent.

③ Rainbird 100-PGA, 1" electric valve or equivalent.

④ Rainbird 100-PGA, 1" electric valve or equivalent.

⑤ Rainbird 100-PGA, 1" electric valve or equivalent.

⑥ Rainbird 100-PGA, 1" electric valve or equivalent.

⑦ Rainbird 100-PGA, 1" electric valve or equivalent.

⑧ Rainbird 100-PGA, 1" electric valve or equivalent.

⑨ Rainbird 100-PGA, 1" electric valve or equivalent.

⑩ Rainbird 100-PGA, 1" electric valve or equivalent.

⑪ Rainbird 100-PGA, 1" electric valve or equivalent.

⑫ Rainbird 100-PGA, 1" electric valve or equivalent.

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㊾ Rainbird 100-PGA, 1" electric valve or equivalent.

㊿ Rainbird 100-PGA, 1" electric valve or equivalent.

**DOT IRRIGATION PLAN**  
 1" = 10'

**SR-A1A**  
 (South Ocean Boulevard)

**DOT IRRIGATION PLAN**  
 1" = 10'

**DOT IRRIGATION PLAN**  
 1" = 10'



**IRRIGATION NOTES:**

**NOTES**

Automatic Irrigation System  
Water Demand Zone 3/4" water meter, 22-24 GPM @ 45-50 psi w/ backflow preventor/  
vacuum breaker,  
and ET manager, in-ground moisture sensing device

**GENERAL**

System shall be installed in accordance with local codes. Contract drawings and Contract specifications.  
Irrigation design based on Majestic Views, dated 03.03.17. Contractor shall refer to the landscape plan to coordinate sprinkler location and pipe routing with new and existing landscaping.

The purpose of this irrigation plan is to show sprinkler locations for new locations for new landscaping. The Contractor considering the size of the source, the location and size of piping, and the size of existing valves shall zone system in the field.

Contractor shall adjust sprinkler locations to insure proper coverage in common areas between new and existing landscaping.

Irrigation contractor to provide 100 % coverage with a 50% overlap and as built drawings.

Irrigation plan is for bid, permit purposes, and shall not be utilized as a construction document.

Irrigation contractor will provide shop drawings and product specifications (cut sheets) and installation documents, to the Landscape Architect for review, comment and approvals.

A licensed contractor who installs or performs work on an automatic landscape irrigation system must install system per manufacturers specifications and test for the correct operation of each inhibiting or interrupting device or switch on the system. If such devices are not installed, or are not functioning properly, the contractor must install new devices or repair the existing ones and insure that each is operating properly before completing other work on the system.

All contractors performing work on irrigation systems within the town shall be licensed or registered under F.S. ch. 489, and shall hold a municipally-issued license or business tax certificate that permits work on irrigation systems.

**PIPING**

Pipe shall be installed in accordance with local codes and pipe manufacturer's recommendations. Pipe routed under pavement and patio shall be sleeved in SCH 40 PVC. Contractor shall utilize existing sleeves.

Main line shall be scheduled 40 PVC.

All pipes shall be type 1120 PVC. Lateral sized 1" and larger shall be SDR 26, Class 160. Laterals sized 3/4" shall be SDR 21, Class 200.

Pipe shall be installed so backfill depths are maintained at 18" for the main line and all lateral routed under pavement, and at 12" for all other laterals.

Backfill shall be of suitable material free of rocks, stones, or other debris that would damage irrigation systems components.

**SPRINKLERS**

Sprinkler locations shall be adjusted for wind, landscaping and mounding to insure proper coverage with minimal undesirable overthrow, in order to prevent overthrow, low trajectory heads or low volume water distributing devices shall be used when irrigating confined areas. No more than ten percent of spray radius shall be allowed onto impervious areas.

Sprinkler heads irrigating lawns or other high water requirement landscape areas shall be selected so that they are on a separate sector from those irrigating trees, shrubbery or other reduced water requirement areas.

Pop-up rotors Rainbird 5000-PRS series w/ adjustable nozzles or equivalent, 29'-50" radius.

Pop-up mistheads Rainbird 1800-SAM-P45 series w/ R-13-18 rotary nozzles or equivalent, 12'-24" radius. Shrub type mistheads shall be installed a uniform height of 6" above plant material and shall be located to be concealed from view and inaccessible from traffic.

Rainbird XPCN- Xerl PCN series nozzles, 2.5' & 4' 1/4, 1/2 or full spray on Xerl-pop 4'-6" pop-up or SCH 80 riser as required.

Rainbird Xerl Bubblers shall be installed on SCH 80 risers to the best height for the most effective irrigation of the plants to be watered. Bubblers are required for trees and palms.

All SCH 80 PVC risers shall be painted green to blend in with plant material.

All sprinklers located adjacent to pavement, walkways, patios, etc., shall be installed from the edge to minimize the chance of damage to vehicles, pedestrians and lawn maintenance personnel. Pop-up heads shall be installed in 6" and shrub type heads shall be installed in 16".

Adjustment features of sprinklers specified shall be utilized to insure proper coverage while minimizing overthrow.

**VALVES**

Rainbird 100-PGA 1" angle electric valve w/ pressure regulator or equivalent, with timer and rain sensor device.

**WATER SOURCE**

3/4" water meter, 22-24 GPM @ 45-50 psi w/ backflow preventor/ vacuum breaker, and ET manager in-ground moisture sensing device and pressure regulator as required and approved by City of Delray Beach. All connections and installation of backflow shall be made by a licensed plumber.

**CONTROL SYSTEM**

Rainbird ESP-MC series automatic outdoor controller will be exterior wall mount or equivalent w/ Rainbird ET-Manager in ground soil moisture sensor. Verify location of the sensor during periods of increased rainfall. Evapotranspiration-based (ET) controllers are recommended but optional on any automatic landscape irrigation system will be installed per manufacturers specifications. All electrical connections to be made by a licensed electrician.

FLOW	PIPE DIAMETER (INCH)
0-3	3/8"
3-9	1/2"
10-16	3/4"
17-28	1"
27-40	1 1/4"
40-60	2"

Automatic underground irrigation with Rainbird ET-Manager in ground soil moisture sensor shall be designed and installed in compliance with the South Florida Building Code and city code requirements. The system shall provide a minimum coverage of 100% with 50% overlap.

**MAJESTIC VIEWS LANDSCAPE ARCHITECTS**  
Landscape Architecture - Construction Management  
4711 Cypress Drive South, Boynton Beach, FL 33436  
Phone: (561) 752-8855 Fax: (561) 752-1170



**OGILBEE RESIDENCE**  
2824 SOUTH OCEAN BOULEVARD, HIGH RISE BEACH, FL  
GENERAL IRRIGATION SPECIFICATIONS

**JOB NO:**  
**DRAWN BY:** LV  
**DATE:** 02.06.17  
**SCALE:** NTS

**SHEET NO.**  
**IR-2**

**FDOT PERMIT NO. 16L-496-0015-83060**











**SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH**

**EXHIBIT D**

**PRECEDING LANDSCAPE AGREEMENT DESCRIPTION(S)  
AND OTHER AGREEMENT DESCRIPTIONS**

The following Landscape agreements have previously been executed for projects that have been installed in accordance with the plans and specifications attached thereto and incorporated herein but not exclusive to the following agreement descriptions:

**LANDSCAPE AGREEMENTS SUPERSEDED BY THIS AGREEMENT**

**7/10/08 - State Road A1A from 1/2 Mile north of Spanish River Boulevard to 1/2 mile South of Linton Boulevard, from (M.P. 4.540) to (M.P. 7.441).** (\$400,006.03) Landscape improvements which include plant material and hardscape pavers. Section No. 93060, FM No.: 423845-1-58-01, Connected Contract No. AP751, Resolution No. 08-004 (6/9/08).

**3/2/07 - State Road A1A (Town limits of Highland Beach) from (M.P. 4.540) to (M.P. 7.441).** (\$202,138.00) Plant material only. Section No. 93060, FM# 421216-1-58-01, Connected Contract No. AOP79, Resolution No. 07-002R (2/6/07).

**7/2/02 - State Road A1A from (M.P. 4.54) to (M.P. 7.41).** (\$283,000.00) Landscape improvements not described. Section 93060, FM No. 229785-1-52-01, Resolution No. 792 (7/2/02).

This Agreement, pursuant to paragraph number 14, page 9., shall supersede all other above agreements except as to the actual landscape plans and project cost that have not been replanted by subsequent FDOT approved projects and those that are "excepted out". The terms of this agreement shall apply to those landscape plans.

**SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH**

**EXHIBIT E  
MAINTENANCE PLAN  
FOR LANDSCAPE IMPROVEMENTS**

This Exhibit forms and integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY

*Please See Attached*

# MAINTENANCE PLAN

## Landscape Improvements

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### **I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:**

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Design Standards, FDOT Plans Preparation Manual Vol. 1, Chapter 2.11* and *FDOT Standard Specifications for Road and Bridge Construction*, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. **The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.**

### **WATERING REQUIREMENTS**

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

### **IRRIGATION SYSTEM**

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

### **INTEGRATED PLANT MANAGEMENT**

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.



## **MULCHING**

Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

## **PRUNING**

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II. Specific Requirements and Recommendations for guidelines. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be maintained at a height in compliance with *FDOT Design Standards* Index 546; Page 6 of 6, Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards.

## **STAKING AND GUYING**

All staking materials, except for replacements, are to be removed by the completion of FDOT warranty period or at one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Design Standards* guidelines (See Index 544). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

## **TURF MOWING:**

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

## **LITTER CONTROL:**

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

## **WEEDING/HERBICIDE**

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage, resulting from overspray to the plantings, per the approved plans.

## **PLANT REPLACEMENT**

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

## **HARDSCAPE (SPECIALTY SURFACING)**

All tree grates and specialty surfacing shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook Pages 43-47; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

### **Or Use When Concrete Pavers**

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers, Part 3.05*. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

## **HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING**

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

**HARDSCAPE (LANDSCAPE ACCENT LIGHTING)  
(IF APPLICABLE)**

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

**MAINTENANCE OF TRAFFIC CONTROL**

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

**VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)  
(IF APPLICABLE)**

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for “*Vegetation Management at ODA signs*” “*Florida Statutes*” and “*Florida Administrative Code*” related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

**II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS**

Superseded agreements' Maintenance Plans and any specific project site maintenance requirements continue to apply.

## REFERENCES

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up to date information.

Accessible Sidewalk (ADA)

<http://www.access-board.gov/guidelines-and-standards/streets-sidewalks>

Americans with Disabilities Act (ADA) (ADAAG)

[http://www.ada.gov/2010ADAstandards\\_index.htm](http://www.ada.gov/2010ADAstandards_index.htm)

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase

<http://webstore.ansi.org>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015*

<http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection>

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**SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH**

**EXHIBIT F**

**PATTERNED PAVEMENT INSTALLATION**

**(If Applicable)**

This Exhibit forms an integral part of the DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

- (1) Prior to acceptance by the DEPARTMENT, all lanes for each of the stamped asphalt crossings projects shall be tested for friction in accordance with ASTM E 274-06. All costs for friction testing will be the responsibility of the AGENCY. The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed test tire (FN40R) or equivalent. Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL). All lanes receiving new installations shall again be friction tested within 60-90 days of their acceptance by the local AGENCY. The initial friction resistance of each new installation shall be at least 35 (FN40R) or equivalent. Failure to achieve this minimum resistance shall require all deficient areas be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the DEPARTMENT 'S Qualified Products List (QPL), or replaced with conventional pavement.
- (2) The results of all friction tests and condition surveys shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center located at Palm Beach Operations, 7900 Forest Hill Boulevard, West Palm Beach 33413 (561) 432-4966, with a cover letter either certifying that the crosswalks comply with the above stated requirements; or what remedial action will be taken to restore the friction and/or integrity of the crosswalk area.
- (3) When remedial action is required in accordance with the above requirements, the local AGENCY at its own expense shall complete all necessary repairs within 90 days of the date the deficiency was identified.



- (4) Should the local AGENCY fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the DEPARTMENT reserves the right to replace the patterned pavement with conventional pavement and bill the local AGENCY for this cost. No more than two full stamped asphalt pavement depth repairs shall be made to an area without first resurfacing the pavement to its full depth.

**SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH**

**EXHIBIT G**

**PATTERNED PAVEMENT MAINTENANCE**

**(When Applicable)**

This Exhibit forms an integral part of the DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

"Maintenance" of all patterned pavement crosswalks in these Agreements shall be defined, as a minimum, to include its frictional characteristics and integrity as follows:

- (1) Within 60 days of project acceptance by the Department, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted using either a locked wheel tester in accordance with *FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)* or Dynamic Friction Tester in accordance with *ASTM E1911*. **All costs for friction testing are the responsibility of the AGENCY.**
- (2) The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (FM 5-592 attached). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (land-by-land) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL) or replaced with conventional pavement.
- (3) Approximately **one year** after project acceptance and **one year** thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with *ASTM E274* or *ASTME 1911*. Friction resistance shall, at a minimum, have a FN40R value of 35 (or equivalent).
- (4) The results of all friction tests shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center located at Palm Beach Operations, 7900 Forest Hill Boulevard, West Palm Beach 33413 (561) 432-4966, with a cover letter either certifying, that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.

- (5) Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL, or replaced with conventional pavement.
- (6) When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
- (7) The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.
- (8) Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.



**RESOLUTION NO. 17-012 R**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR INCLUSIVE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT ON BEHALF OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Florida Department of Transportation (FDOT) has advised the Town that in order for landscaping to be placed in the FDOT right-of-way the Town must execute the attached State of Florida Department of Transportation District Four Inclusive Landscape Maintenance Memorandum of Agreement; and

WHEREAS, the purpose of this Resolution is to authorize the Mayor to execute on behalf of the Town the Agreement attached to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Highland Beach, Florida, that:

**Section 1.** The recitations set forth above are true, accurate and correct and are incorporated herein.

**Section 2.** That the Mayor is authorized to execute the State of Florida Department of Transportation District Four Inclusive Landscape Maintenance Memorandum of Agreement attached to this Resolution and made a part hereof.

**Section 3.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

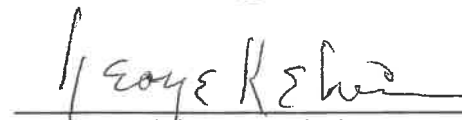
**Section 4.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED THIS 5<sup>TH</sup> DAY OF JULY, 2017.**

  
\_\_\_\_\_  
Carl Feldman, Mayor

  
\_\_\_\_\_  
William Weitz, Vice Mayor


  
\_\_\_\_\_  
Rhoda Zelniker, Commissioner

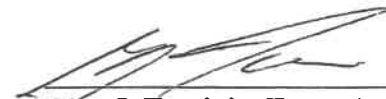
  
\_\_\_\_\_  
George Kelvin, Commissioner

  
\_\_\_\_\_  
Elyse Riesa, Commissioner

**ATTEST:**

**REVIEWED FOR LEGAL SUFFICIENCY**

  
\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

  
\_\_\_\_\_  
Glen J. Torcivia, Town Attorney  
Florida Bar No. 343374  
Approved as to form and legal sufficiency

**File Attachments for Item:**

E. Approve and authorize the Mayor to execute contract with U.S. Water Service Corporation in an amount of \$428,238.21 for Lift Station No. 3 Rehabilitation Project in accordance with Invitation to Bid (ITB) No. 23-005.





# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** 9/19/2023

**SUBMITTED BY:** Skender Coma, Management Analyst

**SUBJECT:** Approve and authorize the Mayor to execute an agreement with U.S. Water Services Corporation to rehabilitate Lift Station No. 3 in accordance with ITB No. 23-005.

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**SUMMARY:**

On August 28<sup>th</sup>, 2023, the Town received and opened three (3) bids in response to ITB No. 23-005: Lift Station No. 3 Rehabilitation. The Support Services Department reviewed each bid and determined all three to be responsible and responsive, and Baxter & Woodman, the Town's contracted Engineering Firm, reviewed the lowest bid for technical sufficiency. The lowest responsive and responsible bidder is U.S. Water Services Corporation, with a submitted lump sum price of \$428,238.21. The Town will be utilizing the \$250,000 awarded State Appropriation to assist in paying for this infrastructure project.

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**FISCAL IMPACT:**

\$178,238.21 Town Funds

\$250,000 State Appropriation

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**ATTACHMENTS:**

U.S. Water Services Corporation Bid

Tabulation Sheet

U.S. Water Services Corporation Agreement

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**RECOMMENDATION:**

Execute an agreement with U.S. Water Services Corporation to rehabilitate Lift Station No. 3 in accordance with ITB No. 23-005.

Hinterland Group, Inc.			
ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Site Mobilization/Demobilization	LS	\$ 20,000.00
2	Maintenance of Traffic	LS	\$ 15,000.00
3	As-Built Record Drawings	LS	\$ 10,000.00
4	Erosion Protection Measures	LS	\$ 250.00
5	Pre-Construction Video	LS	\$ 3,000.00
6	Site/Mechanical Demolition & Restoration	LS	\$ 65,000.00
7	Civil & Site Work Modifications & Rehabilitation	LS	\$ 49,000.00
8	Mechanical System Improvements	LS	\$ 154,000.00
9	Electrical System & Instrumentation & Control System Improvements	LS	\$ 135,000.00
10	Temporary Bypass Pumping	LS	\$ 25,000.00
	<b>TOTAL</b>	<b>LS</b>	<b>\$ 476,250.00</b>

Intercounty Engineering, Inc.			
ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Site Mobilization/Demobilization	LS	\$ 60,600.00
2	Maintenance of Traffic	LS	\$ 18,132.00
3	As-Built Record Drawings	LS	\$ 15,370.00
4	Erosion Protection Measures	LS	\$ 10,975.00
5	Pre-Construction Video	LS	\$ 2,107.00
6	Site/Mechanical Demolition & Restoration	LS	\$ 100,674.00
7	Civil & Site Work Modifications & Rehabilitation	LS	\$ 120,500.00
8	Mechanical System Improvements	LS	\$ 69,073.00
9	Electrical System & Instrumentation & Control System Improvements	LS	\$ 203,965.00
10	Temporary Bypass Pumping	LS	\$ 156,108.00
	<b>TOTAL</b>	<b>LS</b>	<b>\$ 757,504.00</b>

**U.S. Water Services Corporation**

ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Site Mobilization/Demobilization	LS	\$ 35,797.60
2	Maintenance of Traffic	LS	\$ 7,447.20
3	As-Built Record Drawings	LS	\$ 10,940.00
4	Erosion Protection Measures	LS	\$ 5,461.18
5	Pre-Construction Video	LS	\$ 1,816.00
6	Site/Mechanical Demolition & Restoration	LS	\$ 47,295.74
7	Civil & Site Work Modifications & Rehabilitation	LS	\$ 42,769.79
8	Mechanical System Improvements	LS	\$ 106,706.34
9	Electrical System & Instrumentation & Control System Improvements	LS	\$ 131,761.48
10	Temporary Bypass Pumping	LS	\$ 38,242.88
	<b>TOTAL</b>	<b>LS</b>	<b>\$ 428,238.21</b>

## CONTRACT FOR LIFT STATION NO. 3 REHABILITATION

THIS CONTRACT ("Contract") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **Town of Highland Beach**, a Florida municipal corporation ("Town") and **U.S. Water Services Corporation**, a Florida corporation, with its principal address at 4939 Cross Bayou Boulevard, New Port Richey, FL 34652 ("Contractor").

WHEREAS, the Town is a municipal corporation organized and existing pursuant to its Charter and the Constitution of the State of Florida; and

WHEREAS, the Town is in need of a contractor to provide labor services, materials, and equipment for rehabilitation of Lift Station No. 3, and the Town issued an Invitation to Bid No. 23-005 ("ITB") regarding the same; and

WHEREAS, Contractor submitted a response to the ITB and the Town desires to accept Contractor's response to allow Contractor to render the goods and services to the Town as provided herein; and

WHEREAS, Contractor warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the Town finds awarding the ITB to Contractor as described herein serves a valid public purpose.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is acknowledged by both parties, it is hereby agreed between Contractor and the Town as follows:

### Article 1. CONTRACT.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract; the Town's Invitation to Bid, the Bid submitted by Contractor; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. If, during the performance of the work, Contractor finds an ambiguity, error or discrepancy in the Contract Documents, Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error, or discrepancy by Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy, or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed change orders
Second Priority:	This Contract

Third Priority: Town's Bid (attached hereto as **Exhibit "A"**)  
Fourth Priority: Contractor's proposal (attached hereto as **Exhibit "B"**)

- 1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the Town Manager or designee, Town of Highland Beach, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Town Manager or the Town Commission (depending on the authority set forth in the Town's Procurement Code).
- 1.3 Contract Price. The Contract Price shall be **FOUR HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED AND THIRTY-EIGHT DOLLARS AND TWENTY-ONE CENTS (\$428,238.21)** which shall be payable in accordance with Article 3 of this Contract.
- 1.4 Contract Time. Contractor agrees to fully complete the scope of work as set out in the Town's Bid, attached hereto and incorporated herein as **Exhibit "A,"** within 365 days of receiving a written notice to proceed from the Contract Administrator. The Work to be performed under this contract as further described in Section 01010, "Summary of Work", shall be substantially complete within **335 calendar days** from notice to proceed. Final Completion of the Work shall be complete within **365 calendar days** from notice to proceed. Failure to achieve timely, substantial and/or final completion for the Work shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with Item 1.5 herein.
- 1.5 Liquidated Damages. **The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the services described in the Contract Documents not completed within the times specified in Article 1.4 above. The Town and Contractor recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town \$500.00 for each day that expires after the time specified in paragraph 1.4. Liquidated Damage shall not be the Town's sole or exclusive remedy under the Contract Documents; there shall be no limitation on the amount of the Liquidated Damages that may be assessed; and, there shall be no bonus paid to the Contractor for early completion of the services**

## Article 2. SCOPE OF WORK.

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for the rehabilitation and specific improvements of Lift Station No. 3 for the Town of Highland Beach as described and specified further in the Technical Specifications and as shown on the Contract Drawings.

The work is described in general, non-inclusive below:

1. Civil Components:

- a. Contractor shall provide improvements per the contract documents including elevation of wet well and valve vault, site embankment, grading, vegetation removal, sodding, construction of a new driveway, gate removal and reinstallation, and site restoration.
- 2. Mechanical Components:
  - a. Removal and replacement of the gate valves, check valves, and pump out connection within the existing valve vault. Installation of pipe supports. Removal and replacement of the pump guide rails to accommodate the new wet well height. Installation of new access hatches with fall protection. Contractor shall provide bypassing pumping system required for rehabilitation of lift station.
- 3. Electrical Components:
  - a. Removal and replacement of the Lift Station control panel. Contractor to provide new termination boxes, equipment racks, grounding, and installation of a new station level control system and wiring, including pressure transducer level controls and high-water level alarm backup float as detailed in Divisions 16 and 17.

2.1 Contractor represents to the Town that the services rendered in the Scope of Work shall be in accordance with accepted and established trade practices and procedures recognized in Contractor's trade in general and that the materials shall conform to the highest standards and in accordance with this Contract.

2.2 Contractor represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Contract. Contractor further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.3 The Scope of Work shall be performed by Contractor or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized, or permitted under the state and local law to perform such Scope of Work. All of Contractor's personnel (and all subcontractors) while on the Town's premises, shall comply with all Town requirements governing safety, conduct and security.

2.4 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the Contract Documents.

### Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor's invoices shall be submitted to:

Town of Highland Beach  
Attn: Finance Department  
3614 S. Ocean Blvd.  
Highland Beach, FL 33487

The Town's Contract Administrator will review each invoice submitted by Contractor. If



approved by the Town's Finance Department, the Town will make payment in accordance with the Contract Documents. If not approved, the Town will notify Contractor within ten (10) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

- 3.2 Final Payment. Upon final completion and acceptance of the Work in accordance with this Contract (including all punch-list items) and final inspection Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, Contractor will clearly state "FINAL" on Contractor's final invoice. This certifies that all Work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by Contractor. If Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder of the Contract Price including any amount held as retainage.
- 3.3 Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.
- 3.4 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

#### Article 4. SUBCONTRACTORS

All subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions.

#### Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the Town to enter into this Contract, Contractor makes the following representations:

- 5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- 5.2 Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.
- 5.3 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.4 Contractor has given the Contract Administrator written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the resolution thereof is acceptable to the Contractor.

Article 6. INDEMNITY.

6.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall not be responsible for or be required to indemnify the Town for the Town's own negligent acts or omissions or those of its officers or employees.

6.2 Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against the Town, its officers or employees and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

6.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes (as amended), and shall survive the termination of this Contract. Nothing contained in the foregoing indemnification or the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, or as an agreement by the Town to indemnify Contractor for any purpose or matter.

Article 7. TERMINATION.

7.1 Termination by the Town for Cause: The Town may terminate the Contract and the Contract Documents if Contractor:

- (a) refuses or fails to supply enough properly skilled workers or proper materials;
- (b) fails to make payment to suppliers for materials in accordance with the respective agreements between the Contractor and suppliers
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving Contractor and Contractor's surety, three (3) days'

written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and,
- (b) finish the Work by whatever reasonable method the Town may deem expedient.

Contractor and its sureties shall be liable for any damage to the Town, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then Contractor agrees to treat such termination as a termination for convenience.

7.2 Termination by the Town for Convenience: The Town may, at any time, terminate the Contract and Contract Documents for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, Contractor shall:

- (a) cease operations as directed by the Town in the notice;
- (b) take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and
- (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination including demobilization costs.

Article 8. INSURANCE.

Prior to commencing the Scope of Work, Contractor shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Contractor shall not commence services until the required insurance is in force and evidence of insurance acceptable to the Town has been provided to, and approved by, the Town. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, Contractor shall provide the Town with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. The required insurance is as follows:

**Type of Coverage**

**Amount of Coverage**

Commercial general liability

\$1,000,000 per occurrence

(Products/completed operations Contractual, insurance broad form property, Independent consultant, personal injury)	\$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile liability policies will name the Town as an additional insured.

Contractor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the Town may immediately terminate or suspend this Contract. In the event of any termination or suspension, the Town may use the services of another contractor without the Town incurring any liability to Contractor.

Article 9. PUBLIC RECORDS.

Public Records: Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the Town to perform the service.
- B. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if Contractor does not transfer the records to the Town.
- D. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, [lgaskins@highlandbeach.us](mailto:lgaskins@highlandbeach.us), OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.**

Article 10. MISCELLANEOUS.

- 10.1 The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Town's prior written approval. Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders
- 10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 10.6 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of

the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

- 10.7 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.8 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.9 Effective date: The effective date of this Contract is the date the Contract is approved by the Town Commission.
- 10.10 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.11 Independent Contractor: Contractor is and shall be, in the performance of the Scope of Work under this Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the Scope of Work performed pursuant to this Contract shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the Scope of Work.
- 10.12 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.13 Enforcement; Waiver of Jury Trial: If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS
- 10.14 Continuing Obligation: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.15 Waiver of Subrogation: Contractor hereby waives any and all rights to Subrogation against the Town, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement



shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

- 10.16 Notice: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Highland Beach  
Attn: Town Manager  
3614 S. Ocean Blvd.  
Highland Beach, FL 33487

and to Contractor as follows:

U.S. Water Services Corporation  
Attn: Ed Mitchell, Sr. VP  
4939 Cross Bayou Blvd.  
New Port Richey, FL 34652

Either party may amend this provision by written notice to the other party.

- 10.17 Public Entity Crimes: Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier or sub-consultant/sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.
- 10.18 Force Majeure: Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.
- 10.19 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 10.20 Scrutinized Companies: Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this

Contract at its sole option Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

If this Contract is for one million dollars or more, Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Contract at its sole option if Contractor, or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

- 10.21 Protection of Property: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of Contractor or its agents. Contractor shall be responsible to safeguard all of their property such as tools and equipment while on site. The Town will not be held responsible for any loss of Contractor property due to theft or vandalism.
- 10.22 Defects: Contractor warrants that all goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following completion of all services unless a longer manufacturer warranty applies. The undersigned, upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the Town, the undersigned, upon receipt of evidence of the costs reasonably incurred by the Town in the making of such repairs, shall forthwith refund same to the Town. Anything herein to the contrary notwithstanding, the Town shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the Town to properly maintain same or misuse or abuse (except, however, nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in connection with the completion by the undersigned of the project).
- 10.23 Audit: Contractor shall permit the Town, or any authorized representatives of the Town, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Contract.

*REMAINDER OF PAGE BLANK – SIGNATURES ON NEXT PAGE*

IN WITNESS WHEREOF the parties hereto have made and executed this Contract on the day and year first above written.

**TOWN OF HIGHLAND BEACH, FLORIDA**

By: \_\_\_\_\_  
Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lanelda Gaskins, Town Clerk

\_\_\_\_\_  
Glen Torcivia, Town Attorney



STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

**CONTRACTOR**

\_\_\_\_\_  
U.S. Water Services Corp

By: Edward Mitchell

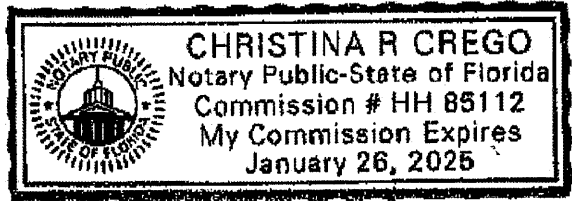
Print Name: Edward Mitchell

Title: GM/SR VP

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September, 2023, by Edward Mitchell, who was physically present, as GM/SR VP (title), of U.S. Water Services Corporation, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

\* U.S. Water Services Corporation

Notary Public  
Christina R. Crego  
Print Name: Christina R. Crego  
My commission expires: January 26, 2025



**EXHIBIT "A"**

Town's Invitation to Bid

**EXHIBIT "B"**

Contractor's Bid

**INVITATION TO BID**  
**FOR**  
**LIFT STATION NO. 3 REHABILITATION**  
**BID No.: 23-005**

*Section 1 – SUBMITTAL INFORMATION*

- A. The Town of Highland Beach will receive bid responses until **August 28, 2023 at 2:00 P.M. (LOCAL TIME)** in the Town Clerk's Office located at Town Hall, 3614 South Ocean Blvd., Highland Beach, FL 33487.
- B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have its bid response **delivered to the Town Clerk's Office** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense. The Town reserves the right to consider submittals that have been determined by the Town to be received late due solely to mishandling by the Town after receipt of the bid and prior to the award being made.
- C. If any addendum(s) are issued to this Bid, the Town will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting the bid response, to contact the Town Clerk's Office at (561) 278-4548 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.
- D. **One (1) original, so marked, one (1) copy, and 1 electronic copy** of the bid response shall be submitted in one sealed package clearly marked on the outside "**BID # 23-005: LIFT STATION NO. 3 REHABILITATION**" to: Town of Highland Beach Clerk's Office, c/o Skender Coma, Management Analyst, 3614 South Ocean Blvd., Highland Beach, Florida 33487.
- E. Responses shall clearly indicate the legal name, address, and telephone number of the bidder (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their bid submittal.

**INVITATION TO BID  
FOR**

**LIFT STATION NO. 3 REHABILITATION  
BID No.: 23-005**

**BID PROPOSAL**

Date: 8/28/23

To All Bidders:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for. When submitting more than one bid proposal price for this product and/or service, indicate how many individual and/or combination item(s) are to be tabulated and considered. Attach a separate sheet for each.

**Basis of Award: It is the intent of the Town to award the Bid to one vendor who is the lowest responsive and responsible bidder of the option that the Town chooses. Due to budgetary constraints, the Town reserves the right to award whichever option is in the Towns best interest. ALL PRICES MUST BE HELD FOR A MINIMUM OF 120 DAYS AFTER THE BID DUE DATE.**

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
<b>GENERAL CONDITIONS</b>						
1	Site Mobilization/Demobilization	LS	1	Thirty five thousand seven hundred ninety seven Dollars and sixty Cents	\$ 35,797.60	\$ 35,797.60
2	Maintenance of Traffic	LS	1	seven thousand four hundred forty seven Dollars and twenty Cents	\$ 7,447.20	\$ 7,447.20



ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
3	As-Built Record Drawings	LS	1	ten thousand nine hundred forty Dollars and zero Cents	\$ 10,940.00	\$ 10,940.00
4	Erosion Protection Measures	LS	1	five thousand four hundred sixty one Dollars and eighteen Cents	\$ 5,461.18	\$ 5,461.18
5	Pre-Construction Video	LS	1	one thousand eight hundred sixteen Dollars and zero Cents	\$ 1,816.00	\$ 1,816.00
6	Site/Mechanical Demolition & Restoration	LS	1	fourty seven thousand two hundred ninety five Dollars and seventy four Cents	\$ 47,295.74	\$ 47,295.74
7	Civil & Site Work Modifications & Rehabilitation	LS	1	fourty two thousand seven hundred sixty nine Dollars and seventy nine Cents	\$ 42,769.79	\$ 42,769.79
8	Mechanical System Improvements	LS	1	one hundred and six thousand seven hundred and six Dollars and thirty four Cents	\$ 106,706.34	\$ 106,706.34

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
9	Electrical System & Instrumentation & Control System Improvements	LS	1	one hundred thirty one thousand seven hundred and sixty one	\$ 131,761.48	\$ 131,761.48
				Dollars		
				and forty eight		
				Cents		
10	Temporary Bypass Pumping	LS	1	thirty eight thousand two hundred forty two	\$ 38,242.88	\$ 38,242.88
				Dollars		
				and eighty eight		
				Cents		

TOTAL COST OF BASE BID \$ 428,238.21

TOTAL COST OF BASE BID

Four hundred twenty eight thousand two hundred and thirty eight

Dollars

and twenty one

Cents

**The Contract shall be awarded on the Total Base Bid**

(Amounts are to be shown in both words and figures. In case of discrepancies, the amount shown in words will govern for each bid item, unit price, and total bid. Extended unit price shall prevail over total price for bid items based upon unit price.)

U.S. Water Services Corporation  
COMPANY NAME

  
AUTHORIZED SIGNATURE

Ed Mitchell  
PRINTED NAME

( 866 ) 753-8292  
TELEPHONE NUMBER

Sr. VP GM and Secretary  
TITLE

emitchell@uswatercorp.net  
E-MAIL ADDRESS

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.**

WORK HISTORY

The Bidder shall furnish the following information. The undersigned guarantees the truth and accuracy of all statements and answers herein contained. Additional sheets shall be attached as required. Failure to complete Item Nos. 1 - 12 will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 12 inclusive) is delivered to the Town.

(1) Contractor's name and address:

U.S. Water Services Corporation  
4939 Cross Bayou Blvd  
New Port Richey, FL 34652

(2) Contractor's telephone number: (866)-753-8292

(3) Contractor's license: Primary classification General Contractor, Underground Utility Contractor

State License Number GCG 003307, CUC 1223914 Supplemental

classifications held, if any:

Name of Licensee, if different from (1) above:

(4) Name of person and title who inspected site of proposed Work for your firm:

Name: Lina Quintero P.E. Date of Inspection: August 3, 2023

Title: Regional Manager

(5) How many years has your organization been in business in the State of Florida as a Contractor? 20 years

(6) What is the last project of this nature (lift station repair, rehabilitation or new installation with bypass operation required) that you have completed as Prime Contractor for a municipality in Florida? (This must be filled out below or Bid may be considered non-responsive.)

Project: Lift Station Rehab Project Contract No. BUT22106KR 103, 116, 118, 119

Year Complete: LS M103 completed 2023, 116, 118, 119 on going

Municipality: City of Cape Coral

(7) Have you ever failed to complete work awarded to your Company? If so, where and why?  
No

(8) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:  
Swiss Re Corporate Solutions America Insurance Corporation  
M. Gary Francis 407 834 0022

(9) ATTACHED TO THIS BID the experience resume of the person who will be designated chief construction superintendent or on-site construction manager. Also, ATTACHED TO THIS BID a CPM (critical path method) construction schedule for the project.

(10) ATTACHED TO THIS BID a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

(11) List 5 projects completed as Prime Contractor in last 5 years in Florida involving work of similar type and complexity (lift station repair, rehabilitation or new installation with bypass operation required) that you have completed as Prime Contractor for a municipality in Florida? (This must be filled out below or Bid may be considered non-responsive.):

a. Project Name: Pump Station 308.10 Wastewater Repair and Renovation  
2500 Airport Pulling Road South, Naples FL 34112

Contract Price: \$138,582.73

Detailed Description of Work: This was a sewer lift station that consisted of 4" piping  
U.S. Water completed demolition and temporary bypass of the lift station.  
We replaced and installed new pumps, new lid, all new piping and valves.  
Additionally we applied coating to wet well /valve vault and  
completed site restoration and painting.

Name, Address and Telephone Number of Town: \_\_\_\_\_  
Collier County Board of County Commissioners  
Lourdes Santiago 239-227-4125 Lourdes.Santiago@collier county fl.gov

b. Project Name: City of North Port LS Rehab Project 2019-2020-39  
LS 580,721,1201,2529,5820,13651,1175,817

Contract Price: \$629,407.00

Detailed Description of Work: Rehabilitation of 9 Lift Stations including but not limited to  
the following;demo and core existing valve vaults,replacement of valves, piping and fittings  
Installation of new pumps, guide rails, control panels, discharge elbows and  
wet well lining

Name, Address and Telephone Number of Town: City of North Port  
4970 North Port Blvd, North Port Florida Jennifer Fehrs P.E. 941-240-8008

c. Project Name: Satellite Lift Stataion R & R 2018 Group 2

Contract Price: \$632,834.00

Detailed Description of Work: Rehabilitation of sewage Lift Stations and Manholes  
which consisted of but not limited to removal and complete replacement of LS  
electrical system, discharge piping valves, swing valves,guide rails and pipe bracing  
Base ells, base plates, wet well cleaning and spray liner, wet well/valve vault and MH top  
replacement and relocation of electrical control panels and water services

Name, Address and Telephone Number of Town: Manatee County Public Works  
1022 26th Ave East, Bradenton FI 34201  
Anthony Benitez Project Engineer 941-704-7450 ext 7333



d. Project Name: Lift Station 518 Rehabilitation

Contract Price: \$573,376.00

Detailed Description of Work: Demo and Remove of existing equipment piping and appurtenances in the existing wet well, valve vault. Wet well stabilization and install new access hatch pumps, rails and discharge piping and appuratenances and above grade valve assembly Tie into existing FM site work improvements, concrete equipment pads,general site restoration Relocation of TCU and Installation of new generator

Name, Address and Telephone Number of Town: Charlotte County Purchasing  
18500 Murdock Circle Port Charlotte, Fl, 33948  
.941-743-1348

e. Project Name: Smyrna Dunes Park Lift Station and Septic Abandonment

Contract Price: \$196.114.00

Detailed Description of Work: Replacement of existing septic system with new lift station and connect discharge to the City's Forcemain in New Smyrna Beach

Name, Address and Telephone Number of Town: Volusia County Purchusings and Contracts Division 123 West Indiana Ave Room 302 Deland Fl 32720-4608  
Inga Fegley 386-626-6623 or 6629

**BIDDER ACKNOWLEDGEMENT**

Submit Bids to: Clerk's Office  
3614 South Ocean Blvd.  
Highland Beach, FL 33487  
Telephone: (561) 278-4548

Bid Title: "LIFT STATION NO. 3 REHABILITATION"

Bid Number: 23-005

Bid Due: August 28, 2023, NO LATER THAN 2:00 P.M. (LOCAL TIME)

Bids will be opened on a live stream and can be accessed on the Town's [YouTube page](https://www.youtube.com/channel/UCTAGr8WCa44Y3Q2Bb6UN2mw) at <https://www.youtube.com/channel/UCTAGr8WCa44Y3Q2Bb6UN2mw> unless specified otherwise and may not be withdrawn within one hundred and twenty (120) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the Town.

Name of Bidder: U.S. Water Services Corporation

Federal I.D. Number: FEIN 20-0008821

A Corporation of the State of: Florida

Area Code: 727 848 8292


Area Code: 727 848 8292

Mailing Address: 4939 Cross Bayou Blvd

City/State/Zip: New Port Richey, FL 34652

Vendor Mailing Date:

E-Mail Address: emitchell@uswatercorp.net

  
Authorized Signature

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida )

County of Pasco )

Edward Mitchell, being first duly sworn, deposes and says that:

- 1) He is Sr. VP GM and Secretary of U.S. Water Services Corporation,  
 (Title) (Name of Corporation or Firm)  
 the bidder that has submitted the attached bid;
- 2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 3) Said bid is genuine and is not a collusive or sham bid;
- 4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Highland Beach or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Ed Mitchell

Subscribed and sworn to before me (Title) Sr. VP GM and Secretary

This 28<sup>th</sup> day of August, 20 23

My commission expires January 26, 2025

Christina R. Crego



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )  
COUNTY OF Pasco County )  
~~PALM BEACH~~ )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Highland Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Ed Mitchell  
NAME - SIGNATURE

Sworn and subscribed before me  
this 28<sup>th</sup> day of August, 20 23

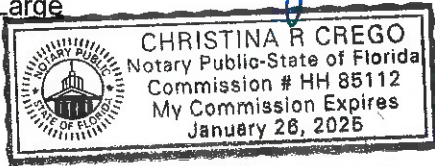
Printed Information:

Ed Mitchell  
NAME

Sr. VP GM and Secretary  
TITLE

U.S. Water Services Corporation  
COMPANY

Christina R Crego  
NOTARY PUBLIC, State of Florida  
at Large



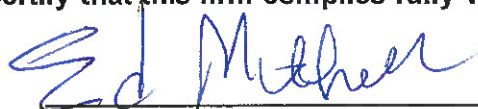
"OFFICIAL NOTARY SEAL" STAMP

## CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Town of Highland Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.**



Bidder's Signature

# PALM BEACH COUNTY INSPECTOR GENERAL

## ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

U.S. Water Services Corporation

CONTRACTOR NAME

By Ed Mahan

Title: Sr. VP GM and Secretary

Date: 8/28/2023



**SCRUTINIZED VENDOR CERTIFICATION  
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Town of Highland Beach, Florida

by Ed Mitchell, VP/secretary/GM  
(print individual's name and title)

for U.S. Water Services Corporation  
(print name of entity submitting sworn statement)

whose business address is 4939 Cross Bayou Blvd, New Port Richey, Fl 34652

and (if applicable) its Federal Employer Identification Number (FEIN) is: FEIN 20-0008821

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

1. I hereby certify that the above-named entity:
  - A. Does not participate in the boycott of Israel; and
  - B. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
  - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
  - B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
  - C. Has not engaged in business operations in Cuba or Syria.

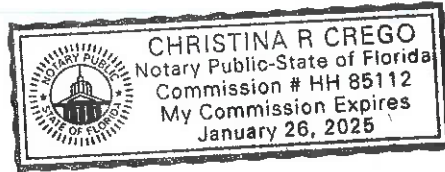
Section 287.135, Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company has been found to have submitted a false certification.

  
\_\_\_\_\_  
(Signature)

The foregoing document was sworn and subscribed before me this 28<sup>th</sup> day of August, 2023 by Edward Mitchell, as VP/Secretary/Gen of U.S. Water Services Corporation who is  personally known to me or  produced as identification.

Christina R. Crego  
Notary Public  
My Commission Expires: January 26, 2025



**SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT  
TO SECTION 287.133(3)(A), FLORIDA STATUTES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Highland Beach (the "Town") by:  
Ed Mitchell, Sr. VP GM and Secretary

---

*(Print individual's name and title)*

---

For:

U.S. Water Services Corporation

---

*(Print name of entity submitting sworn statement)*

Whose business address is:

4939 Cross Bayou Blvd, New Port Richey, Fl 34652

---

And (if applicable) its Federal Employer Identification Number (FEIN) is: FEIN 20-0008821

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

\_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ed Mitchell  
(Signature)

The foregoing document was sworn and subscribed before me this 28<sup>th</sup> day of August, 2023 by Edward Mitchell, as VP, GM, & Secretary of U.S. Water Services Corporation who is  personally known to me or  produced \_\_\_\_\_ as identification.



Christina R. Crego  
Notary Public  
My Commission Expires: January 26, 2025

**A D D E N D A**

TOWN OF HIGHLAND BEACH  
FLORIDA

**BID TITLE: "LIFT STATION NO. 3 REHABILITATION"**

BID NO.: 23-005

DATE SUBMITTED: 8/28/2023

We propose and agree, if this submittal is accepted, to contract with the Town of Highland Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: The Town of Highland Beach

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
<u>#1</u>	<u>8/10/2023</u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

**NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS**

NoNo	<b>REFERENCES FOR</b> <u>U.S. Water Services Corporation</u>	
	(NAME OF FIRM)	
<b>Company Name:</b> Pasco County BOCC		
<b>Address:</b>		
8731 Citizens Driv, New Port Richey, FL 34654		
<b>Contact Name:</b> Ivan Martinez		
<b>Phone:</b> 727 484-4963	<b>Fax:</b>	<b>E-Mail:</b> imartinez@pascocounty
<b>Company Name:</b> Collier County Board of County Commissioners		
<b>Address:</b>		
3299 Tamiami Trail East, Naples, FL 34112		
<b>Contact Name:</b> Zamira DelToro		
<b>Phone:</b> 239-252-6279	<b>Fax:</b>	<b>E-Mail:</b> zamira.deltoro@colliercountyfl.gov
<b>Company Name:</b> Lee County BOCC		
<b>Address:</b>		
2115 2nd Street, Fort myers, FL 33902		
<b>Contact Name:</b> Elaine Capps, P.E.		
<b>Phone:</b> 239-533-8673	<b>Fax:</b>	<b>E-Mail:</b> ecapps@leegov.com



**BID No.: 23-005  
LIFT STATION NO. 3 REHABILITATION**

**SCHEDULE OF SUBCONTRACTORS**

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors, if required. **If not applicable or if no subcontractors will be used in the performance of this Work, please sign and date the form and write "Not-Applicable" or "NONE" across the form.**

<u>Name of Subcontractor</u>	<u>Address of Subcontractor</u>	<u>License No.:</u>	<u>Contract Amount</u>	<u>Percentage (%) of Contract</u>
Centroid Diversified LLC.	254 NE Surfside Ave., Port Saint Lucie, Florida 34983	CGC1511908	\$80,000	22%
Sullivan Electric	1942 8th Ave., North Lake Worth, FL. 33461	EC0001117	\$40,000	10%
CC Controls	5760 Corporate Way, West Palm Beach, FL. 33407		\$65,000	10%
Maxx Environmental / Pipeline Utilities, Inc.	3610 Fiscal Court, Riviera Beach, FL 33404		\$20,000	5%

Signature Ed M. Mohr

Date: 8/28/2003

Title/Company U.S. Water Services Corporation

Owner reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

## ADDENDUM No. 1

DATE: August 10<sup>th</sup>, 2023  
RFP No. 23-005 – Lift Station No. 3 Rehabilitation

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and Bid form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum No. 1 shall govern.

### Clarification

Electronic Bid submittals through DemandStar will not be accepted. Only paper bids will be accepted. Bids must be received by 2:00 PM on August 28<sup>th</sup>, 2023 in the Town Clerk's Office.

### Scope Modification

Due to the corrosive environment and location of the lift station, any exposed metal components or any metal components located in the wet well or check valve shall only be non-ferrous materials. The Town's preference is 3/16" stainless steel.

# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

## ACKNOWLEDGEMENT OF ADDENDUM No. 1

**23-005 – LIFT STATION NO. 3 REHABILITATION**  
**BID NO.: 23-005**

RESPONDENT MUST SIGN, DATE, AND INCLUDE THIS ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH BID PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

Ed Mitchell, Sr. VP GM and Secretary  
\_\_\_\_\_  
PRINT NAME OF REPRESENTATIVE

  
\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE

U.S. Water Services Corporation  
\_\_\_\_\_  
NAME OF COMPANY

~~8/25/2023~~ 8/28/2023   
\_\_\_\_\_  
DATE

## Jeffrey P. Watson

(850) 791-2038  
254 NE Surfside Ave., Port Saint Lucie, FL 34983

Jeff.watson@centroid-diversified.com  
www.Centroid-Diversified.com

**Objective** Mr. Watson has over 35 years in the construction industry in various capacities. His experience spans from tradesman to superintendent, project manager and licensing general contractor. Mr. Watson has been licensed as a general contractor in the State of Florida since 2006. He has served as the licensing agent and construction operations manager for his prior employer until his separation in December 2020. Mr. Watson separated with the intention of building a new construction business under his and his wife's ownership where he would license the new company and continue to conduct business in the same field of work. He has specialized in Municipal, Federal and State water and wastewater construction, construction management and operation and maintenance projects for 30 years. Following are a few details of his lengthy career in the construction business.

**Skills & Abilities** As the Owner and Licensing Agent for the company, Mr. Watson has been and will be responsible for developing and implementing the following attributes of the business.

- Overall Business Architecture.
- Market Sector Business Development and Forecasting.
- Client Relations
- Accounting Practices which include selection of software utilization and implementation.
- Human Resource policies and procedures.
- Project Management policies and procedures.
- Estimating Projects using standardized estimating software and market knowledge.
- Contractual agreements with clients, vendors and suppliers.
- Quality Control of field operations.

**Experience** **January 2021- Current**

Owner/Vice President, Centroid Diversified, LLC

- Centroid Diversified, LLC is a woman owned small business based out of Port St Lucie, FL. owned by Alexandra and Jeff Watson. The primary focus of the company is municipal, state and federal environmental, water and wastewater construction projects. The company was founded in January 2021 and has completed multiple contracts with various municipalities along the Treasure Coast of Florida area. These projects have all been related to the water and wastewater industry.

**December 2005 – December 2020**

Construction Manager, R2T, Inc.

- R2T, Inc. is a design and construction firm headquartered in Roswell, GA. I was the first employee of this husband and wife owned company and served as the Construction Manager and General Contractor. I grew the construction group from its infancy and was instrumental in developing several of the company's primary policies and procedures. I was responsible for managing growth, project financials and company assets. During my tenure, the company's construction revenue grew from zero to \$20M in active contracts.
- As the Construction Manager I mentored several construction and engineering professionals over the years. I provided a resource of knowledge from my experiences in the industry. The respect I created in this capacity was a driving force to remain in the business. Not only respect for myself, but respect for the young professional as they grew their own careers created a significant market presence.

**July 1989 – December 2005**

Superintendent/Project Manager, Various Companies

- The first 17 years of my career were spent learning the trades and project management aspects of the construction industry. I put forward great effort to become the best at what I do. I have garnered knowledge in all aspects of what it means to be a general contractor. I have developed a high proficiency in earthwork, concrete construction, piping systems, equipment systems, electrical and instrumentation and control systems.

**Education** Auburn University – Alabama – Construction Management studies  
University of Alabama – Birmingham – Civil Engineering studies  
1989-1992

Studied the business management, practical applications and engineering practices of the construction industry.

**Communication** I approach every situation with an open mind and a willingness to listen to those around me. I am cautious when I speak and take time to make sure I am correct in any assertions. This approach has allowed me to be a leader and a teacher in this industry. As I plan out the balance of my working career, I will take what I have learned and disperse it to the younger generations through a company I create. This new company will allow me the freedom to do not only good work for the public at large, but also to redevelop an industry which has seen hardships on its workforce.

**Licensure** Florida Certified General Contractor, CGC1511908

**References** Provided Upon Request

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**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
AUDITED FINANCIAL STATEMENTS  
YEAR ENDED DECEMBER 31, 2022**

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# Brimmer, Burek & Keelan, LLP

## Certified Public Accountants

5601 Mariner Street, Suite 200 • Tampa, Florida 33609  
bbkm.com • (813) 282-3400 • Fax (813) 287-8369

Donald T. Keyes, CPA  
Kara K. Keyes, CPA  
Frank D. Lagor, CPA  
Heather R. Kovalsky, CPA  
Susan W. Evans, CPA  
Cong C. Nguyen, CPA

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
U.S. Water Services Corporation  
New Port Richey, Florida

### Report on the Audit of the Financial Statements

#### Opinion

We have audited the financial statements of U.S. Water Services Corporation (S Corporation) which comprise the balance sheet as of December 31, 2022, and the related statements of income, changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of U.S. Water Services Corporation as of December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of U.S. Water Services Corporation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Other Matter**

The 2021 financial statements were reviewed by us and our report thereon, dated April 6, 2022, stated we were not aware of any material modifications that should be made to those statements for them to be in accordance with accounting principles generally accepted in the United States of America. A review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the financial statements as a whole.

## ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about U.S. Water Services' ability to continue as a going concern for one year after the date that the financial statements are issued or when applicable, one year after the date that the financial statements are available to be issued.

## ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of U.S Water Services' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about U.S Water Services' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### **Report on Supplementary Information**

The supplementary information included on pages 22-23 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information and, based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

BRIMMER, BUREK & KEELAN LLP

*Brimmer, Burek & Keelan LLP*

Certified Public Accountants

April 4, 2023

**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
BALANCE SHEETS  
DECEMBER 31, 2022 AND 2021**

	<b>ASSETS</b>	<b>Unaudited</b>
	<u>2022</u>	<u>2021</u>
Current Assets		
Cash	\$ 4,491,629	\$ 300,318
Trading Securities Investments	15,789,808	17,275,222
Account Receivables	18,797,599	15,255,799
Notes Receivable	22,152	412,169
Contract Assets	14,674,031	6,997,302
Prepaid Expenses	3,183,439	1,905,233
Total Current Assets	<u>56,958,658</u>	<u>42,146,043</u>
Property and Equipment - Net	<u>9,991,890</u>	<u>8,340,073</u>
Other assets		
Right of Use Assets	1,062,416	868,378
Deposits	39,511	26,961
Notes Receivable	-	17,061
Goodwill	11,128,384	-
Total Other Assets	<u>12,230,311</u>	<u>912,400</u>
Total Assets	<u>\$ 79,180,859</u>	<u>\$ 51,398,516</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current Liabilities		
Current Portion of Capital Lease Obligation	\$ 1,112,305	\$ 582,049
Current Portion of Long-Term Debt	2,687,424	343,915
Current Portion of Right of Use Liability	422,416	375,982
Accounts Payable	6,871,476	883,723
Accrued Expenses	4,860,642	4,800,195
Other Liabilities	406,211	299,989
Contract Liabilities	971,633	818,406
Due to shareholder	2,706,949	-
Due to RAOMS, LLC	736,216	-
Total Current Liabilities	<u>20,775,272</u>	<u>8,104,259</u>
Long Term Portion of Capital Lease Obligation	1,683,589	1,688,629
Right of Use Liability	656,881	492,396
Long-Term debt	11,413,101	1,089,746
Total Long Term Liabilities	<u>13,753,571</u>	<u>3,270,771</u>
Total Liabilities	<u>34,528,843</u>	<u>11,375,030</u>
Stockholders' equity		
Common stock (\$0.001 par value; authorized and issued - 4000 shares outstanding - 3,541 and 3,539 shares, respectively)	4	4
Additional paid-in capital	996	996
Retained earnings	48,396,984	44,786,022
Accumulated other comprehensive income	816,447	-
Treasury Stock at Cost	(4,562,416)	(4,763,535)
Total stockholders' equity	<u>44,652,015</u>	<u>40,023,487</u>
Total liabilities and stockholders' equity	<u>\$ 79,180,859</u>	<u>\$ 51,398,516</u>

See accompanying notes to the financial statements.

**U.S. WATER SERVICES CORPORATION**  
**NEW PORT RICHEY, FLORIDA**  
**STATEMENTS OF INCOME AND RETAINED EARNINGS**  
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

	<u>2022</u>	<u>Percentage of Revenue</u>	<u>Unaudited 2021</u>	<u>Percentage of Revenue</u>
Revenues	\$ 140,117,431	100.0%	\$ 103,526,981	100.0%
Cost of Revenues				
Bonds and Permits	366,921	0.3%	226,333	0.2%
Direct Materials	33,151,514	23.7%	25,942,341	25.1%
Equipment Rental	732,475	0.5%	391,856	0.4%
Repair and Maintenance	2,611,312	1.9%	2,851,107	2.8%
Direct Labor	35,167,697	25.1%	25,293,222	24.4%
Subcontractors	12,239,104	8.7%	7,535,222	7.3%
Other Costs	3,562,783	2.5%	3,200,833	3.1%
	<u>87,831,806</u>	<u>62.7%</u>	<u>65,440,914</u>	<u>63.2%</u>
Gross Profit	52,285,625	37.3%	38,086,067	36.8%
General and Administrative Expenses	<u>29,923,525</u>	21.4%	<u>21,366,375</u>	20.6%
Income (Loss) from Operations	<u>22,362,100</u>	16.0%	<u>16,719,692</u>	16.2%
Other Income (Expense)				
Interest Income	452,676	0.3%	395,054	0.4%
Interest Expense	(496,421)	-0.4%	(88,344)	-0.1%
Gain (Loss) on Disposal of Equipment	619,361	0.4%	156,700	0.2%
Gain (Loss) on Investments	(1,846,038)	-1.3%	1,253,612	1.2%
	<u>(1,270,422)</u>	<u>-0.9%</u>	<u>1,717,022</u>	<u>1.7%</u>
Net Income	21,091,678	15.1%	18,436,714	17.8%
Other Comprehensive Income				
Unrealized gains (losses) on SWAP agreement	<u>816,447</u>	<u>0.6%</u>	<u>-</u>	<u>0.0%</u>
Comprehensive Income	<u>\$ 21,908,125</u>	<u>15.6%</u>	<u>\$ 18,436,714</u>	<u>17.8%</u>

See accompanying notes to the financial statements.

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**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
STATEMENTS OF STOCKHOLDERS' EQUITY  
DECEMBER 31, 2022 AND 2021**

	<u>Common Stock</u>	<u>Treasury Stock</u>	<u>Other Comprehensive Income</u>	<u>Retained Earnings</u>	<u>Total</u>
Balance at January 1, 2021	\$ 1,000	\$ (4,132,239)	\$ -	\$ 40,418,386	\$ 36,287,147
Net Income	-	-	-	18,436,714	18,436,714
Sale of Treasury Stock	-	1,019,786	-	-	1,019,786
Repurchase of Treasury Stock	-	(1,651,082)	-	-	(1,651,082)
Distributions To Stockholders	-	-	-	(14,069,078)	(14,069,078)
Unaudited Balance at December 31, 2021	1,000	(4,763,535)	-	44,786,022	40,023,487
Net Income	-	-	-	21,091,678	21,091,678
Sale of Treasury Stock	-	1,748,460	-	-	1,748,460
Repurchase of Treasury Stock	-	(1,547,341)	-	-	(1,547,341)
SWAP agreement unrealized gains	-	-	816,447	-	816,447
Distributions To Stockholders	-	-	-	(17,480,716)	(17,480,716)
Balance at December 31, 2022	<u>\$ 1,000</u>	<u>\$ (4,562,416)</u>	<u>\$ 816,447</u>	<u>\$ 48,396,984</u>	<u>\$ 44,652,015</u>

See accompanying notes to the financial statements.

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**U.S. WATER SERVICES CORPORATION**  
**NEW PORT RICHEY, FLORIDA**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

	<u>2022</u>	<u>Unaudited 2021</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net income (loss)	\$ 21,091,678	\$ 18,436,714
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:		
Depreciation	3,037,031	2,185,366
(Gain) on sale of equipment	(619,361)	(156,700)
Unrealized gains (loss) on investments	1,485,414	-
Right of use asset and liability, net	16,881	-
Unrealized gains (loss) on SWAP instruments	-	-
(Increase) decrease in:		
Accounts and notes receivable	843,976	(4,267,054)
Contract Assets	(7,676,729)	(1,409,684)
Prepaid Expenses	(1,278,206)	(335,248)
Deposits	(12,550)	(4,552)
Other Assets	-	-
Increase (decrease) in:		
Accounts payable	5,668,511	200,275
Accrued liabilities	(652,085)	(240,699)
Other liabilities	106,222	51,747
Contract liabilities	153,227	274,388
	<u>22,164,009</u>	<u>14,734,553</u>
Net cash provided (used) by operating activities	22,164,009	14,734,553
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Proceeds from sale of property and equipment	763,865	206,415
Purchases of property and equipment	(3,201,448)	(1,215,656)
Purchase of investment securities - net	-	(1,626,977)
Goodwill	-	-
	<u>(2,437,583)</u>	<u>(2,636,218)</u>
Net cash provided (used) by investing activities	(2,437,583)	(2,636,218)
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds from capital lease obligation	-	-
Payments on capital lease obligation	(1,021,886)	(359,370)
Proceeds from long-term debt	2,376,108	-
Payments on long-term debt	(2,316,689)	(331,971)
Distributions to stockholders	(14,773,767)	(14,069,078)
Sale of treasury stock	1,748,460	1,019,786
Purchase of treasury stock	(1,547,341)	(1,651,082)
	<u>(15,535,115)</u>	<u>(15,391,715)</u>
Net cash provided (used) by financing activities	(15,535,115)	(15,391,715)
Net increase (decrease) in cash and equivalents	4,191,311	(3,293,380)
Cash and equivalents, beginning of year	<u>\$ 300,318</u>	<u>\$ 3,593,698</u>
Cash and equivalents, end of year	<u>\$ 4,491,629</u>	<u>\$ 300,318</u>

See accompanying notes to the financial statements.



**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
STATEMENTS OF CASH FLOWS (Continued)  
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

	<u>2022</u>	<u>2021</u>
Interest paid	<u>\$ 496,421</u>	<u>\$ 82,138</u>
NON-CASH DISCLOSURE ON INVESTING AND FINANCING ACTIVITIES:		
Acquisition of equipment and buildings	\$ 4,833,352	\$ 2,437,430
Equipment notes payable issued	<u>(1,631,903)</u>	<u>\$ (1,221,774)</u>
Cash paid for property and equipment	<u>\$ 3,201,449</u>	<u>\$ 1,215,656</u>
Purchase of RAOMS, LLC		
Goodwill	\$ 11,128,382	
Other assets and liabilities, net	<u>2,295,510</u>	
Total Purchase of RAOMS, LLC	13,423,892	
Notes payable issued	<u>13,423,892</u>	
Cash paid for the purchase of RAOMS, LLC	<u>\$ -</u>	

See accompanying notes to the financial statements.

**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

This summary of significant accounting policies is presented to assist in understanding the Company's financial statements. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

**Business Operations**

U.S. Water Services Corporation (The Company) is a Florida Corporation established specifically to service water and wastewater utilities. The Company provides utility operations, engineering, plant troubleshooting, design/build services, plant maintenance, rehabilitation, and regulatory compliance management.

**Management Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Cash and Equivalents**

The Company considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

The Company from time to time during the year may have bank balances in excess of its insured limits. Management has deemed this as a normal business risk.

**Financial Instruments**

Financial instruments consist of cash and cash equivalents, accounts receivable, investments, accounts payable and long-term debt. The carrying value of cash, accounts receivable, and accounts payable approximate fair value due to their short-term nature. Investments, if any, are carried at cost which approximates the current market value based on quoted market prices in active markets (Level 1 in the fair value hierarchy). Debt is estimated to approximate fair value based on the discounted present value using current market interest rates.

**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Concentrations of Credit Risk**

The Company generates contract receivables in the normal course of business. The Company grants credit to customers throughout Florida, Georgia, Iowa, Illinois, Oklahoma, Colorado, Indiana, Massachusetts, Missouri, Michigan, New Jersey, New York, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Washington, Virginia. The Company reserves the right to file statutory liens on all significant projects in which collection problems are anticipated. The liens serve as collateral for contract receivables.

**Accounts Receivable**

Account receivables are carried net of allowance for doubtful accounts. Account receivables are recognized in the period the Company's right to consideration is unconditional. The allowance for doubtful accounts is increased by provisions charged to expense and reduced by accounts charged off, net of recoveries. The allowance is maintained at a level considered adequate to provide for potential account losses based on management's evaluation of the anticipated impact on the balance of current economic conditions, changes in the character and size of the balance, past and expected future loss experience and other pertinent factors.

Changes to the allowance for doubtful accounts were as follows:

	As of and for the Years Ended December 31,	
	2022	2021
Balance at Beginning of Year	\$ 254,717	\$ 425,691
Provision for Doubtful Accounts	300,500	1,648
Bad Debt Expense (Recoveries)	(100,000)	(172,622)
Balance at End of Year	\$ 455,217	\$ 254,717

**Property and Equipment**

Property and equipment are recorded at cost less accumulated depreciation. Depreciation of property and equipment is provided on straight-line methods over the following estimated useful lives:

	<u>Years</u>
Vehicles	5 - 10
Furniture and Fixtures	1 - 7
Tools and Equipment	3 - 10
Leasehold Improvements	Term of Lease

**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Asset Impairment Assessments**

The Company reviews long lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is recognized to the extent that the sum of undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is recognized, the carrying value of the impaired asset is reduced to its fair value.

**Investment in Joint Venture**

Investment in joint venture represents a 50% interest in a joint venture known as “U.S. Water/Wade Trim, LLC”. Investment in joint venture is accounted for under the equity method of accounting. The Company’s share of losses are not recognized in excess of equity balances. The joint venture was formed to provide services with the award of the joint proposal prepared by both the Company and Wade Trim of Florida, Inc. organizations and pertaining specifically to the FGUA RFP dated 2005. The goal is for both organizations to serve the awarded contracts as the contracts dictate services associated with each organization. At December 31, 2022 and 2021, there was no activity in the joint venture as the awarded contracts were re-assigned to the Company upon renewal in 2019. The joint venture remains active for future opportunities involving both organizations.

**Income Taxes**

The Company has elected to be taxed as an S Corporation under the provisions of the Internal Revenue Code. Income of the Company is taxable to the stockholders and no provision for income taxes has been made in the financial statements. The Company anticipates making future distributions to the stockholders in amounts at least sufficient to pay taxes on the Company’s taxable income.

**Advertising**

Advertising and marketing costs are charged to operations when incurred and were \$67,867 and \$22,461 for the years ended December 31, 2022 and 2021, respectively.

**Self-Insurance**

The Company is partially self-insured for workers' compensation coverage. The workers' compensation liability included in accrued expenses includes an estimate of claims incurred as of the balance sheet date which have not been reported to the Company. Operations are charged with the cost of claims reported and an estimate of the claims incurred but not reported.

**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Warranties**

The Company provides a warranty covering defects specific to its portion of contracts. Estimated future warranty obligations are provided by charges to operations in the year in which the related revenue is recognized. Warranty costs are accrued based on actual claim experience.

Changes in the warranty reserve are as follows:

	As of and for the Years Ended December 31,	
	2022	2021
Balance at Beginning of Year	\$ 901,219	\$ 500,000
Provision for Warranty Losses	239,625	401,219
Warranty Expenses	-	-
Balance at End of Year	<u>\$ 1,140,844</u>	<u>\$ 901,219</u>

**NOTE 2 - REVENUE FROM CONTRACTS WITH CUSTOMERS**

In May 2014, the FASB issued accounting standards update (“ASU”) 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which outlines a single, comprehensive model for accounting for revenue from contracts with customers.

In accordance with ASC 606, the Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. In determining when and how revenue is recognized from contracts with customers, the Company performs the following five step analysis: (1) identification of contract with customer, (2) determination of performance obligations, (3) measurement of the transactions price, (4) allocation of the transaction price to the performance obligation, and (5) recognition of revenue when or as the Company satisfies each performance obligation.

The Company recognizes revenue using the percentage-of-completion method, based primarily on contract costs incurred to date compared to total estimated contract costs (an input method). The percentage-of-completion cost-to-cost method (cost-to-cost method) is the most representative depiction of the Company’s performance because it directly measures the value of the asset transferred to the customer. Subcontractor materials, labor and equipment are included in revenue and cost of revenue when management believes that the Company is acting as a principal rather than as an agent.

**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 2 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)**

Changes to total estimated contract cost or losses, if any, are recognized in the period in which they are determined as assessed at the contract level. Pre-contract costs are expensed as incurred unless they are expected to be recovered from the customer.

The nature of the Company's contracts gives rise to several types of variable consideration, including pending and unpriced change orders, claims, awards, incentive fees, liquidated damages, and penalties. The Company recognizes revenue for variable consideration when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. The Company estimates the amount of revenue to be recognized on variable consideration using the expected value (i.e., the sum of a probability-weighted amount) or the most likely amount method, whichever is expected to better predict the amount.

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost input method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs for a performance obligation indicates a loss, a provision for the entire estimated loss on the unsatisfied performance obligation is made in the period in which the loss becomes evident.

The Company does not adjust the contract price for the effects of a significant financing component if the Company expects, at contract inception, that the period between when the Company transfers a service to a customer and when the customer pays for that service will be one year or less.

Under the typical payment terms of the Company's contracts, amounts are billed as work progresses in accordance with agreed-upon contractual terms at periodic intervals (e.g., biweekly or monthly) and customer payments are typically due within 30 days of billing, depending on the contract.

**Revenue by segment**

	<u>2022</u>	<u>2021</u>
<b>Revenue by product offerings:</b>		
Utility operations	\$ 75,905,639	\$ 69,434,982
Industrial operations	19,852,866	-
Military Operations	5,920,730	4,314,182
Maintenance	26,580,873	18,024,388
Service dept & billing	6,230,607	5,905,934
Other revenue	<u>5,626,716</u>	<u>5,847,495</u>
	<u>\$ 140,117,431</u>	<u>\$ 103,526,981</u>

**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 2 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)**

**Revenue recognition methodology**

Over time	\$ 20,473,033	\$ 18,425,155
At a point in time	<u>119,644,398</u>	<u>85,101,826</u>
	<u>\$ 140,117,431</u>	<u>\$ 103,526,981</u>

**Sales with Related Party Entities**

U.S. Water Services Corporation's (USWSC) organic growth strategies is to conduct business with separate entities owned by common shareholders of USWSC. In 2022, USWSC provided services to 33 outside companies all owned by numerous shareholders of USWSC. The majority shareholder is holding majority ownership of all entities. Sales to these entities amounted to approximately \$4,930,000 and \$4,349,000 for the years ended December 31, 2022, and 2021, respectively. The sales to related entities are included in the gross sales reported in the income statement. Additionally, the Company purchased approximately \$927,000 and \$800,000 from the related party entities.

**Contract Assets and Contract Liabilities**

The timing of revenue recognition may differ from the timing of invoicing to customers. Contract assets include unbilled amounts from revenues recognized under the cost-to-cost measure of progress exceed the amounts invoiced to the Company's customers, as the amounts are not currently billable under the terms of our contracts. In addition, many of the Company's time and materials arrangements are billed in arrears pursuant to contract terms that are standard within the industry, resulting in contract assets being recorded, as revenue is recognized in advance of billings. Contract assets are generally classified as current.

Contract liabilities from the Company's long-term construction contracts arise when amounts invoiced to its customers exceed revenues recognized under the cost-to-cost measure of progress. Contract liabilities additionally include advanced payments from the Company's customers on certain contracts. Contract liabilities decrease as the Company recognizes revenue from the satisfaction of the related performance obligation and are recorded as either current or long-term, depending upon when the Company expects to recognize such revenue.



**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 2 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)**

**Contract Assets and Contract Liabilities (Continued)**

Contract assets and liabilities consist of the following:

	Years Ended December 31,	
	2022	2021
Costs Incurred on Uncompleted Construction Contracts	\$ 18,742,109	\$ 16,037,228
Estimated Earnings	1,805,730	2,387,927
	<u>20,547,839</u>	<u>18,425,155</u>
Less Billings to Date	6,845,441	12,246,259
Net contract assets	<u>\$ 13,702,398</u>	<u>\$ 6,178,896</u>

These amounts are reflected in the financial statements as follows:

	December 31,	
	2022	2021
Contract Assets	\$ 14,674,031	\$ 6,997,302
Contract Liabilities	(971,633)	(818,406)
	<u>\$ 13,702,398</u>	<u>\$ 6,178,896</u>

Revenue recognized for the years ended December 31, 2022 and 2021 that was included in the contract liability balance at the beginning of each year was \$971,633 and \$818,406, respectively.

*Transaction Price Allocated to Remaining Unsatisfied Performance Obligations*

The transaction price allocated to remaining unsatisfied performance obligations (remaining performance obligation) was approximately \$32,180,000 and \$10,846,000 at December 31, 2022 and 2021, respectively.

**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 3 - CONTRACT RECEIVABLES**

Contract receivables consist of the following:

	December 31,	
	2022	2021
Completed Contracts and Contracts in Progress	\$ 18,731,135	\$ 15,397,879
Retention	521,681	112,636
Allowance for Doubtful Accounts	(455,217)	(254,717)
	\$ 18,797,599	\$ 15,255,798

**NOTE 4 - NOTES RECEIVABLE**

The Company has notes receivable from customers and employees who have worked out payment arrangements. These notes receivable have variable interest rates and varying payment terms.

**NOTE 5 - PROPERTY AND EQUIPMENT**

Property and equipment is summarized as follows:

	2022	2021
Transportation equipment	\$ 17,707,873	\$ 14,799,782
Warehouse equipment	4,408,702	4,116,723
Leasehold improvements	629,699	568,880
	22,746,274	19,485,385
Less accumulated depreciation	(12,754,384)	(11,145,312)
	\$ 9,991,890	\$ 8,340,073

Depreciation expense was \$3,037,031 and \$2,185,366 for the years ended December 31, 2022 and 2021, respectively.

**NOTE 6 - GOODWILL**

On January 18, 2022, the Company acquired Ramboll Americas O&M Solutions, LLC (“RAOMS”), previously owned by Ramboll Group A/S. The Company recorded goodwill of \$11,128,382 at the time of purchase. Goodwill is the excess of the purchase price paid over the fair value of the net assets of the acquired business. Goodwill is subject to annual impairment testing which was most recently conducted on December 31, 2022.

**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 7 - LINE OF CREDIT**

The Company has a line of credit agreement with a maximum borrowing limit of \$7,500,000, due January 5, 2024, and is secured by the Company's assets. Interest is payable monthly at the Daily Simple SOFR plus 1.40%. There is an unused commitment fee of .10%. As of December 31, 2022 and 2021, there were no amounts outstanding on the line of credit. The Company's line of credit is subject to certain financial covenants.

The Daily Simple SOFR rate was 4.34% and 0.05% at December 31, 2022 and 2021, respectively.

**NOTE 8 - ACCRUED EXPENSES**

Accrued expenses consisted of the following:

	2022	2021
Accrued Expenses	\$ 1,688,711	\$ 2,506,131
Accrued Vacation Liabilities	1,041,589	732,790
Payroll and Other Taxes	2,130,342	1,561,274
	\$ 4,860,642	\$ 4,800,195

**NOTE 9 - NOTE PAYABLE**

The carrying value of long-term debt approximates its fair value. Long-term debt consisted of the following:

	2022	2021
Notes payable on vehicles	\$ 2,663,401	\$ 1,433,661
Note payable - term loan for RAOMS Acquisition	12,253,571	-
Total notes payable	14,916,972	1,433,661
Less current portion of long-term debt	(2,687,424)	(343,915)
SWAP contract adjustment	(816,447)	-
Total long-term debt	\$ 11,413,101	\$ 1,089,746

**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 9 - NOTE PAYABLE (Continued)**

The schedule of maturities of long-term debt in future periods is as follows:

2023		\$ 2,687,424
2024		2,710,932
2025		2,731,004
2026		2,374,338
2027		<u>4,413,274</u>
Total		<u>\$ 14,916,972</u>

The Company financed vehicles with The Bank of Tampa during 2020 and 2022. Monthly payments on these installment notes payable are approximately \$63,195 in principal and with interest rates between 2.90% to 3.990%. These notes have maturities extending through the year 2025 to 2027. The balance at December 31, 2022 and 2021 was \$2,663,401 and \$1,433,660, respectively. All notes are collateralized by the vehicles.

The Company financed the purchase of RAOMS, LLC with Wells Fargo term note during 2022. Monthly payments on the note payable are approximately \$167,857 in principal and interest rate of 2.79%. The notes have maturities extending through the year 2027. The balance at December 31, 2022 and 2021 was \$11,437,124 and \$-0-, respectively. The note is collateralized by the assets of the Company.

The Company entered into the interest rate SWAP transaction in connection with the term note on January 6, 2022, the valuation of the interest rate SWAP agreement as of December 31, 2022 was \$816,447.

**NOTE 10 - LEASES**

**Right of use assets and liabilities**

ASU 2016-02 was issued to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. Our adoption of ASU 2016-02 was accomplished using a retrospective method of application, and our accounting policies related to leases were revised accordingly effective January 1, 2021.

**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 10 - LEASES (Continued)**

**Right of use assets and liabilities (Continued)**

We determine if an arrangement is a lease at inception of the contract. Our right-of-use assets represent our right to use the underlying assets for the lease term and our lease liabilities represent our obligation to make lease payments arising from the leases. Right-of-use assets and lease liabilities are recognized at the commencement date based on the present value of lease payments over the lease term.

We have elected the practical expedient that allows lessees to choose to not separate lease and non-lease components by class of underlying asset and are apply this expedient to all relevant asset classes. We have also elected the practical expedient package to not assess at adoption (i) expired or existing contracts for whether they are or contain a lease, (ii) the lease classification of any existing leases or (iii) initial indirect costs for existing leases.

The Company leases equipment and offices under operating lease agreements which expire through December 2025. Rent expense was \$1,409,163 and \$929,443 for the years ended December 31, 2022 and 2021, respectively, including \$296,182 and \$269,809 to related parties through common ownership for the years ended December 31, 2022 and 2021, respectively.

**Finance Leases**

The Company leases vehicles under a finance lease, which expires in December 2026. The economic substance of the lease is the Company is financing the acquisition of the asset through the lease, and accordingly, it is recorded in the Company's assets and liabilities.

Vehicles held under the capital lease at December 31, 2022 is as follows:

Vehicles	\$ 4,601,787
Less Accumulated Amortization	<u>1,924,805</u>
	<u>\$ 2,676,982</u>

Amortization expense amounted to \$1,056,811 for the year ended December 31, 2022, and is included in depreciation expense.

**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 10 - LEASES (Continued)**

Minimum future lease payments under the capital and operating leases as of December 31, 2022 are as follows:

Year Ending December 31	Related Party Operating	Third Party Operating Leases	Total Operating Leases	Finance Leases
2023	\$ 94,758	\$ 335,552	\$ 430,310	\$ 1,171,316
2024	-	250,738	250,738	1,139,895
2025	-	247,975	247,975	348,564
2026	-	123,107	123,107	259,424
2027 and Thereafter	-	82,054	82,054	-
	<u>94,758</u>	<u>1,039,426</u>	<u>1,134,184</u>	<u>2,919,199</u>
Less Amount Representing Interest			<u>54,887</u>	<u>123,305</u>
Total Lease Obligation			<u>1,079,297</u>	<u>2,795,894</u>
Less Current Portion of Lease Obligation			<u>422,416</u>	<u>1,112,305</u>
			<u>\$ 656,881</u>	<u>\$ 1,683,589</u>

Discount rate use in the calculation of the right of use asset is between 3.25% to 7.50% and finance lease interest rate is between 2.38% to 3.13%.

**NOTE 11 - RETIREMENT PLAN**

The Company sponsors a retirement plan established under the provisions of Internal Revenue Code Section 401(k) covering substantially all of its full-time employees. The Company matches 50% of each participant's annual contribution up to a maximum of \$2,500 per participant. Contributions to the plan were \$674,228 and \$488,908 for the years ended December 31, 2022 and 2021, respectively.

**NOTE 12 - SIGNIFICANT CUSTOMER**

The Company derived approximately 40% and 44% of its contract revenues from one customer during the years ended December 31, 2022 and 2021, respectively. The Company had contract receivables of \$6,697,820 and \$9,696,800 from this customer at December 31, 2022 and 2021, respectively. The net amount of contract assets related to this customer was \$3,883,941 and \$3,126,533 at December 31, 2022 and 2021, respectively.

**U.S. WATER SERVICES CORPORATION  
NEW PORT RICHEY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 13 - TREASURY STOCKS**

Effective April 1, 2021, the Company repurchased 136 shares of treasury stock from 2 employees for \$1,651,082. Additionally, the Company sold 84 shares of treasury stock to 25 employees for \$743,956 and awarded 3 shares as employee bonus. The sale of this stock was recorded using the average-cost method.

Effective April 1, 2022, the Company repurchased 128 shares of treasury stock from 3 employees for \$1,547,341. Additionally, the Company sold 84 shares of treasury stock to 33 employees for \$1,748,460. The sale of this stock was recorded using the average-cost method.

**NOTE 14 - CONTINGENCIES**

The Company, from time to time, is involved in various legal proceedings and claims in the ordinary course of its business. In the opinion of management, the probable resolution of such contingencies will not have a material adverse effect on the financial position or results of operations of the Company.

**NOTE 15 - SUBSEQUENT EVENTS**

The date to which events occurring after December 31, 2022, the date of the most recent balance sheet, have been evaluated for possible adjustment to the financial statements or disclosure is April 4, 2023, which is the date on which the financial statements were available to be issued.



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SUPPLEMENTARY INFORMATION

**U.S. WATER SERVICES CORPORATION**  
**NEW PORT RICHEY, FLORIDA**  
**SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES**  
**DECEMBER 31, 2022 AND 2021**

	Years Ended December 31,			
	2022		Unaudited 2021	
	Amount	Percentage of Revenue	Amount	Percentage of Revenue
Advertising and Marketing	\$ 67,867	0.0%	\$ 53,747	0.1%
Automobile Expense	2,952,401	2.1%	1,961,872	1.9%
Bad Debt Expense (Recovery)	(100,000)	-0.1%	(172,622)	-0.2%
Bank Service Charges (Refunds)	39,382	0.0%	4,715	0.0%
Contributions	102,465	0.1%	71,187	0.1%
Depreciation and Amortization	3,037,031	2.2%	2,185,366	2.1%
Dues and Subscriptions	81,669	0.1%	57,626	0.1%
Employee Development and Relocation	177,673	0.1%	108,282	0.1%
Equipment Rental	256,380	0.2%	258,061	0.2%
Fuel	2,712,181	1.9%	1,742,989	1.7%
Insurance	8,428,642	6.0%	5,781,824	5.6%
Lodging and Travel	1,025,961	0.7%	399,734	0.4%
Meals and Entertainment	255,327	0.2%	211,410	0.2%
Office Rent	676,688	0.5%	537,587	0.5%
Office Expense	592,440	0.4%	615,944	0.6%
Payroll Expense	7,926,202	5.7%	6,157,237	5.9%
Penalties and Fines	1,203	0.0%	701	0.0%
Postage and Delivery	110,601	0.1%	74,334	0.1%
Professional Fees	338,490	0.2%	319,627	0.3%
Repairs and Maintenance	112,865	0.1%	95,403	0.1%
Taxes and Licenses	133,303	0.1%	139,410	0.1%
Telephone and Utilities	705,217	0.5%	624,465	0.6%
Uniforms	289,538	0.2%	137,476	0.1%
	<u>\$ 29,923,525</u>	<u>21.4%</u>	<u>\$ 21,366,375</u>	<u>20.6%</u>

**U.S. WATER SERVICES CORPORATION**  
**NEW PORT RICHEY, FLORIDA**  
**FINANCIAL RATIO ANALYSIS**  
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

		2022		2021
Debt Service Coverage Ratio	$\frac{\text{Net Income} + \text{Depreciation \& Amortization} + \text{Interest Expense}}{\text{Interest Expense} + \text{Current Maturities of LTD} + \text{Current Portion of Capital Lease Obligation}}$	\$ 24,625,130	6:1	\$ 20,170,425
		4,296,150		1,014,308
Minimum Tangible Net Worth	$\begin{aligned} &\text{Stockholders' Equity} \\ &\text{Less: Intangible assets} \\ &\text{Less: Due from Shareholder} \\ &\text{Less Intercompany AR} \\ \hline &\text{Tangible Net Worth} \end{aligned}$	\$ 44,652,015		\$ 40,023,487
		-		-
		-		-
		-		-
		<u>\$ 44,652,015</u>		<u>\$ 40,023,487</u>
Maximum Debt to Tangible Net Worth	$\frac{\text{Long Term Debt}}{\text{Tangible Net Worth}}$	\$ 13,913,137	0.31:1	\$ 2,778,375
		\$ 44,652,015		\$ 40,023,487
Current Ratio	$\frac{\text{Current Asset}}{\text{Current Liability}}$	\$ 56,958,658	2.74:1	\$ 42,146,043
		\$ 20,775,272		\$ 7,728,276
Fixed Charge Coverage Ratio	$\frac{\text{Net Income} + \text{Interest Expense} + \text{Depreciation \& Amortization} - \text{Distributions} + \text{Contributions}}{\text{Interest expense} + \text{Current Maturities of LTD} + \text{Current Portion of Capital Lease Obligations}}$	\$ 7,144,414	1.66:1	\$ 6,641,347
		4,296,150		\$ 1,014,308
Asset Coverage Ratio	$\frac{75\% \text{ net of Accounts Receivable}}{\text{Long Term Debt}}$	\$ 14,098,199	1.01:1	\$ 11,441,849
		\$ 13,913,137		\$ 2,778,375
Minimum EBITDA	$\begin{aligned} &\text{Net Income} \\ &\text{Plus: Interest Expense} \\ &\text{Plus: Depreciation \& Amortization} \\ &\text{Plus: Taxes} \\ \hline &\text{EBITDA} \end{aligned}$	\$ 21,091,678		\$ 18,436,714
		496,421		88,344
		3,037,031		2,185,366
		-		-
		<u>\$ 24,625,130</u>		<u>\$ 20,710,424</u>
Adjusted EBITDA	$\begin{aligned} &\text{Net Income} \\ &\text{Plus: Interest Expense} \\ &\text{Plus: Depreciation \& Amortization} \\ &\text{Plus: Taxes} \\ &\text{Plus: Investment loss (gains)} \\ \hline &\text{Adjusted EBITDA} \end{aligned}$	\$ 21,091,678		\$ 18,436,714
		496,421		88,344
		3,037,031		2,185,366
		-		-
		1,846,038		(1,057,680)
		<u>\$ 26,471,168</u>		<u>\$ 19,652,744</u>

See accompanying notes to the financial statements.

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## Detail by Entity Name

Florida Profit Corporation

U.S. WATER SERVICES CORPORATION

### Filing Information

<b>Document Number</b>	P03000047833
<b>FEI/EIN Number</b>	20-0008821
<b>Date Filed</b>	04/30/2003
<b>Effective Date</b>	04/28/2003
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDED AND RESTATED ARTICLES
<b>Event Date Filed</b>	03/31/2020
<b>Event Effective Date</b>	NONE

### Principal Address

4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Changed: 03/31/2004

### Mailing Address

4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Changed: 05/09/2005

### Registered Agent Name & Address

DEREMER, GARY A  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Name Changed: 03/31/2020

Address Changed: 03/31/2020

### Officer/Director Detail

#### **Name & Address**

Title CEO

DEREMER, GARY  
4939 CROSS BAYOU BLVD.  
NEW PORT RICHEY, FL 34652

Title VP

DELCHER, CECIL  
4939 CROSS BAYOU BLVD.  
NEW PORT RICHEY, FL 34652

Title VP

AMIOTT, RALPH  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP

KADER, MOHAMMED  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP, Secretary

Mitchell, Edward  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title CFO

RUPE, KAYCEE  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP

SALIBA, CHRIS  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP

RENDELL, WILLIAM TROY  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP

DUPONT, JEFFREY  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP

VOSS, AARON  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title SVP

Elias, Dan  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title SVP

Jones, Kenneth  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP

Benderski, Ron  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP

SCHULTZ, DAVID, Jr.  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2021	01/20/2021
2022	01/24/2022
2023	01/11/2023

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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
11/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGriff Insurance Services 12485 28th Street N 3rd Floor St Petersburg, FL 33716	<b>CONTACT NAME:</b> Patricia Byrne
	<b>PHONE (A/C, No, Ext):</b> 813-682-1510 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Patricia.Byrne@McGriff.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> Great American Alliance Insurance Co.	<b>NAIC #</b> 26832
<b>INSURER B :</b> Philadelphia Indemnity Insurance Co.	<b>18058</b>
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**INSURED**      **U S Water Services Corporation**  
 4939 Cross Bayou Blvd  
 New Port Richey, FL 34652-3434

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<b>X</b>	<b>X</b>	<b>PHPK2351261</b>	<b>11/30/2021</b>	<b>11/30/2022</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> <b>N</b> <b>N/A</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>X</b>	<b>WCE54616203</b>	<b>10/31/2022</b>	<b>10/31/2023</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate holder is an additional insured in regards to the Automobile Liability when required by written contract. A Waiver of Subrogation applies to the Automobile Liability and Workers Compensation coverage when required by written contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
*Proof of Coverage Only*	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Charles Casetta</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOUIS MORRISON LOUIS J. MORRISON C & C CONSULTANTS P O BOX 701340 ST CLOUD, FL 34770-1340	<b>CONTACT NAME:</b> LOU MORRISON <b>PHONE (A/C, No, Ext):</b> 888-494-9844 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 407-809-5283
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> U.S. WATER SERVICES CORPORATION 4939 CROSS BAYOU BOULEVARD NEW PORT RICHEY, FL 34652	<b>INSURER A:</b> PHILADELPHIA INDEMNITY INS. CO.	<b>NAIC #</b> 18058
	<b>INSURER B:</b> CRUM & FORSTER SPECIALTY INS. CO.	<b>NAIC #</b> 44520
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PHPK2489226 \$5,000 DEDUCTIBLE	11/30/22	11/30/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHU8840955 EXCESS OF CGL, AUTO LIABILITY & EMPLOYERS LIABILITY	11/30/22	11/30/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<input type="checkbox"/> CONTRACTORS POLLUTION LIABILITY <input type="checkbox"/> PROFESSIONAL LIABILITY	X	X	PKC-113611 \$10,000 DEDUCTIBLE	11/30/22	11/30/23	\$5,000,000 LIMIT \$5,000,000 AGG \$2,000,000 LIMIT \$5,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# *State of Florida*

## *Department of State*

I certify from the records of this office that U.S. WATER SERVICES CORPORATION is a corporation organized under the laws of the State of Florida, filed on April 30, 2003, effective April 28, 2003.

The document number of this corporation is P03000047833.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 4, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Nineteenth day of April, 2019*



*Ronald R. DeSantis*  
**Secretary of State**

Tracking Number: 9176542507CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**DEREMER, GARY ANDREW**

US WATER SERVICES CORPORATION  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY FL 34652

**LICENSE NUMBER: CUC1223914**

**EXPIRATION DATE: AUGUST 31, 2024**

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Ron DeSantis, Governor



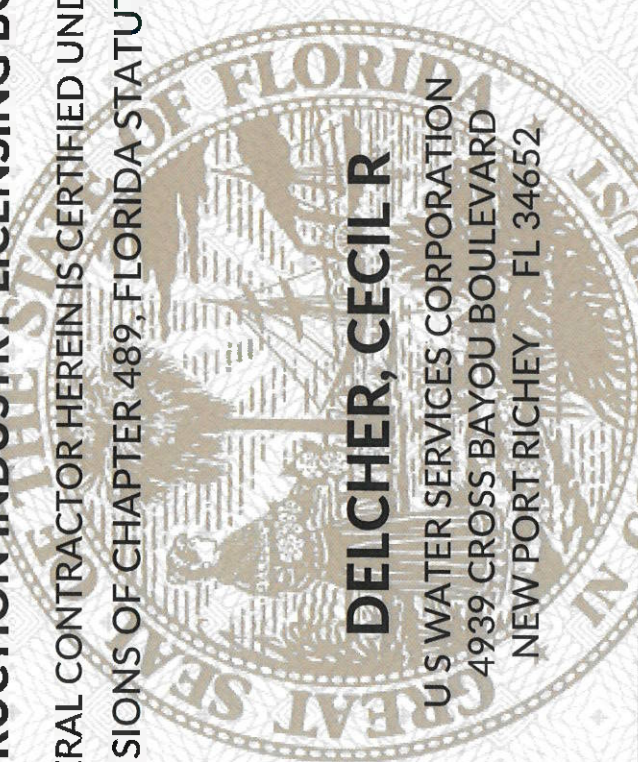
Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**DELCHER, CECIL R**

U S WATER SERVICES CORPORATION  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY FL 34652

**LICENSE NUMBER: CGC003307**

**EXPIRATION DATE: AUGUST 31, 2024**

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Ron DeSantis, Governor



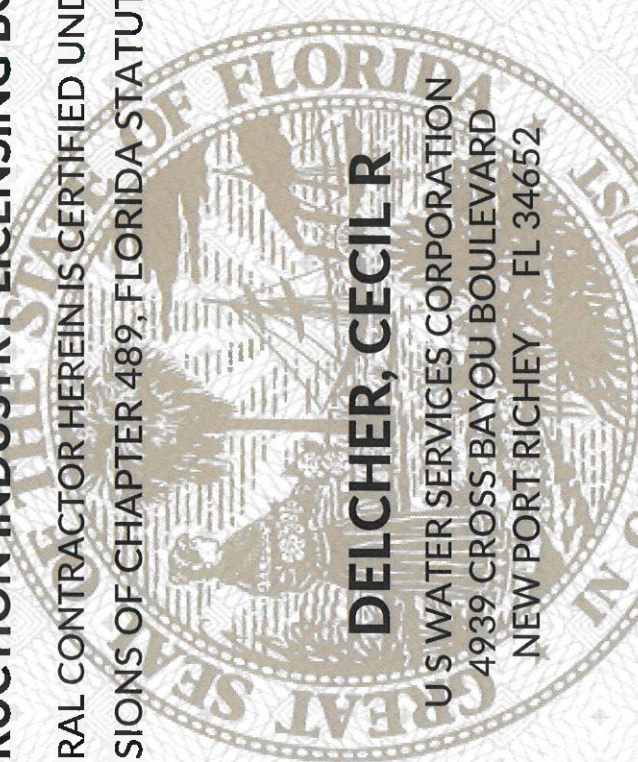
Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**DELCHER, CECIL R**

U S WATER SERVICES CORPORATION  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY FL 34652

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**File Attachments for Item:**

F. Discussion of the Financial Advisory Board's recommendation of New Purchasing Policy and Proposed Ordinance.





# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting  
**MEETING DATE:** 9/19/2023  
**SUBMITTED BY:** Eric Marmer, HR and Risk Management Director  
**SUBJECT:** Consider Recommendation of New Purchasing Policy and Ordinance

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## **SUMMARY:**

Based on a thorough assessment of the current purchasing procedures and in consideration of best practices in procurement, the proposed changes will help enhance efficiency and accountability in the purchasing process. Additionally, it will promote fair competition among suppliers.

Under the new policy, the purchasing limits will be revised as follows:

Purchases under \$10,000: Require one written quote.

Purchases from \$10,000.01 to \$50,000: Require three written quotes.\*

Purchases \$50,000.01 and over: Require sealed competitive bids that require commission approval.\*

\*Or applicable Direct Acquisition Method (Sole Source, Town Standard, Piggyback, etc.)

By implementing these changes, the Town will be able to obtain competitive pricing, ensure proper vendor selection, and protect public funds. The policy will provide clear guidelines for staff and vendors, facilitating smoother procurement transactions while adhering to legal and ethical standards.

The proposed policy has been carefully reviewed and is consistent with other municipalities' procurement practices. It has also been developed in consultation with relevant stakeholders, including the Finance Department, legal counsel, and purchasing professionals.

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## **FISCAL IMPACT:**

N/A

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## **ATTACHMENTS:**

Local Procurement Threshold Chart 2023

New Purchasing Policy

New Ordinance

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**RECOMMENDATION:**

Approval of new Purchasing Policy and first read of Ordinance

Procurement Thresholds Sorted by One Quote Threshold			
Municipality / Agency	One Quote	Three Quotes	Formal Solicitation
FGUA (FL Gov. Utility Authority)	< \$15,000	< \$100,000	> \$100,000
FEMA Recommendation	< \$10,000	N/A	N/A
<b>Highland Beach - Proposed</b>	<b>&lt; \$10,000</b>	<b>&lt; \$50,000</b>	<b>&gt; \$50,000</b>
Boca Raton	< \$7,500	< \$50,000	> \$50,000
<b>Average</b>	<b>&lt; \$6,227</b>	<b>&lt; \$51,000</b>	<b>&gt; \$51,000</b>
Delray Beach	< \$5,000	< \$65,000	> \$65,000
Palm Beach Gardens	< \$5,000	< \$65,000	> \$65,000
Wellington	< \$5,000	< \$65,000	> \$65,000
Boynton Beach	< \$5,000	< \$50,000	> \$50,000
Deerfield Beach	< \$5,000	< \$30,000	> \$30,000
Ocean Ridge	< \$5,000	< \$25,000	> \$25,000
Palm Beach	< \$3,500	< \$35,000	> \$35,000
<b>Highland Beach - Current</b>	<b>&lt; \$2,500</b>	<b>&lt; \$25,000</b>	<b>&gt; \$25,000</b>

Procurement Thresholds Sorted by Three Quotes / Formal Solicitation Threshold			
Municipality / Agency	One Quote	Three Quotes	Formal Solicitation
FGUA	< \$15,000	< \$100,000	> \$100,000
Delray Beach	< \$5,000	< \$65,000	> \$65,000
Palm Beach Gardens	< \$5,000	< \$65,000	> \$65,000
Wellington	< \$5,000	< \$65,000	> \$65,000
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<b>Highland Beach - Current</b>	<b>&lt; \$2,500</b>	<b>&lt; \$25,000</b>	<b>&gt; \$25,000</b>



# Purchasing Policy and Procedures

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Effective MM/DD/2023

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## I. PURPOSE

The purpose of this policy is to state the Town's position regarding the responsibility and authority of purchasing Goods and Services, to maximize both the quality and value of the goods and services procured, and to ensure fairness and transparency in the procurement process. This document will clarify purchasing functions and outline purchasing policies, as well as describe departmental relationships, responsibilities, and participation in the procurement cycle. This policy will provide control functions, assure proper record keeping, and confirm purchases in writing to allow the Town to meet the following goals:

- A. Maintain at all times and under all conditions a continuous supply of Goods and Services necessary for the operation of the Town;
- B. Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the Town;
- C. Safeguard the quality and integrity of the Town's procurement process;
- D. Ensure compliance with laws and regulations pertaining to the procurement of Goods and Services;
- E. Manage procurement and inventories of purchased Goods to meet the use requirements of Town departments at the most advantageous cost to the Town;
- F. Administer procurement contracts and contract amendments;
- G. Properly dispose of all material and equipment declared to be surplus or obsolete; and
- H. Ensure the Town provides quality service to our citizens.

The philosophy behind this policy is one of separating the need for Goods and Services from the function of negotiation and executing the necessary contractual purchase agreement.

## II. DEFINITIONS

When used in this policy, the following words, terms and phrases, and their derivations, shall be the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

- A. ADDENDUM - A change, clarification or correction in the Solicitation Documents, prior to the award of a Contract.

- B. AGENT - An Official, Employee, contracted, or subcontracted Person who is authorized to act on behalf of the Town of Highland Beach and represent their interests.
- C. AMENDMENT - An agreed upon addition to, deletion from, correction or modification of a Contract.
- D. ANNUAL CONTRACT - An agreement or Contract, typically for a specified duration, between a supplier and the Town, to furnish Goods or Services usually of an indefinite quantity and delivery schedule, at unit prices provided for under the terms of the Contract. Also known as a term contract, annual agreement or requirements contract.
- E. APPEAL - A specific written objection by an interested Person to a Request for Qualifications, an Invitation for Bid, an Invitation to Negotiate, a Request for Proposal, or an award or proposed award of a Contract, with the intention of receiving a remedial result.
- F. AVAILABLE LOCALLY - One or more Persons within the Town or immediate surrounding areas are able to provide Goods and Services in a timely manner, and in sufficient quantity and quality to meet a specific need.
- G. AWARD - Written notice from the Town of acceptance of a bid or proposal deemed by the established authority of the Town to be in the best interest of the Town.
- H. BID / PROPOSAL BOND - A form of bid security executed by the Bidder (or Proposer) as principal and by a Surety, to guarantee that the Bidder (or Proposer) will enter into a Contract within the time specified in the Invitation for Bid or Request for proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.
- I. BIDDER - A person or entity submitting a bid or quote to the Town for the supply of Goods or Services.
- J. BLANKET PURCHASE ORDER - A type of Purchase Order issued to purchase goods up to a maximum dollar amount from a single vendor over a period of time when commodities, products and services are purchased on a regular and routine basis, and the cost for the item(s) or the specified quantity cannot be easily identified.
- K. BRAND NAME SPECIFICATION - A specification limited to one or more items by manufacturers' names or catalogue numbers, often used to keep standardization with existing parts.
- L. BUYING COOPERATIVE OR ALLIANCE - A group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.



- M. CAPITAL EXPENDITURE ITEM - An item that generally has a normal life expectancy of one year or more, is a complete entity within itself, is distinguished from components, and has a minimum cost of \$5,000.
- N. CCNA - Consultants Competitive Negotiation Act, which provides regulations on the acquisition of professional services pursuant to section 287.055, Florida Statutes. The CCNA applies to those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- O. CHANGE ORDER - A written modification to a contract or purchase order, which amends one or more of the following: the scope of services, contract cost, contract time, or contract quantities.
- P. COMPETITIVE AWARD - A procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.
- Q. CONFIDENTIAL INFORMATION - Any information which is available to an employee only because of the employee's status as an employee of the Town of Highland Beach and is not a matter of public knowledge or available to the public upon request.
- R. CONSTRUCTION - The process of building, altering, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings, or real property.
- S. CONTRACT - All types of Town agreements for the purchase or disposal of Goods, Services, Professional Services or real property regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include amendments, modifications, and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.
- T. CONTRACTOR - Any person or business having a Contract with the Town of Highland Beach to perform a service or sell a product.
- U. CONTINUING PURCHASE CONTRACT - A Contract procured under this policy with one or more

Vendors based on general specifications and/or scope of work, for which award of specific scopes of work is intended periodically during the Contract term as the need arises. Pricing and/or rates may be defined in the original Contract or by Amendment at the time that specific scopes of work are awarded.

- V. CONTRACT EXTENSION - An Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.
- W. CONTRACT RENEWAL - An exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.
- X. DEBARMENT - A disqualification of a business or person from receiving invitations for Bids, Requests for Proposals, or the award of Contracts by the Town, because of previous illegal or irresponsible action, for a specific period of time commensurate with the gravity of the offense or the failure or the inadequacy of performance.
- Y. DESIGNEE - A duly authorized representative of a person holding a superior, higher-level position.
- Z. DISCOUNT-FROM-LIST CONTRACTS - Contracts whereby price is determined by applying a percentage discount from an Established Catalog Price. This type of Contract is only to be used when the Support Services Department determines that this contracting methodology is in the best interest of the Town.
- AA. E-PROCUREMENT (ELECTRONIC PROCUREMENT) - Conducting all or some of the procurement function on the internet. The requirement to submit proposals or pricing for a sealed competitive procurement method through an electronic platform as designated by the Town.
- BB. EMPLOYEE - An individual drawing a salary or wage from the Town, whether on a full- time or part-time basis.
- CC. EMERGENCY PROCUREMENT - Any procurement of Goods or Services in the context of an Emergency.
- DD. EMERGENCY - A situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety, or welfare of the public or Town Employees or affects the continuation of services to the citizens, and/or serious loss or injury to the Town. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.
- EE. ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES - Goods and Services that have a lesser or reduced negative effect on human health and the environment when compared with

competitive Goods and Services that serve the same purpose.

- FF. FISCAL YEAR - The period of time beginning on October 1 of any year and ending September 30 of the following year.
- GG. GIFTS - As set forth in Section 2-444 of the Palm Beach County Code of Ethics and as otherwise defined in Section 2-442 of that Code and Section 112.312, Florida Statutes.
- HH. GOODS or COMMODITIES - Supplies, apparatus, materials, equipment, and other forms of tangible personal property used by a Town department in the accomplishment of its responsibilities.
- II. INVITATIONS TO BID (ITB) - All documents utilized for soliciting bids, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. Bids are requested when requirements are clearly defined, price is the major determining factor for award, and a formal sealed submittal is required.
- JJ. INVITATION TO NEGOTIATE (ITN) - Documents used for soliciting competitive proposals in which negotiation of price and other factors is to commence after receipt of proposals and prior to recommendation of award. This process may be used when the scope of work is complex or difficult to define, if strict comparison of Services or Goods required may be difficult because components are likely to vary among Proposers or in any situation when it is in the Town's best interest to negotiate prior to recommendation of award to obtain the Services or Goods that best meet the Town's needs, price and other factors being considered.
- KK. LATE BID/PROPOSAL - A Bid or proposal received after the time or date such bid or proposal was due, as stated in the Solicitation Documents.
- LL. LIFE CYCLE COST ASSESSMENT - The comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service and disposal costs.
- MM. MULTIPLE AWARD SCHEDULE CONTRACT - A Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.
- NN. NEGOTIATED AWARD - A procurement made as the result of negotiations between the Town and a Supplier, such as a Sole Source Procurement or Single Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.

- OO. NOTICE TO PROCEED - The written notice, issued by the authorized Town employee to the successful bidder or proposer to proceed as directed.
- PP. OFFICIAL - Any elected or appointed person who holds office or serves in a position of public capacity.
- QQ. OPEN-END CONTRACT (EVERGREEN) - A contract whereby an indefinite quantity of supplies, services, or construction is to be procured over an identified time span, as and when needed.
- RR. PAYMENT TERMS - The established due date for payments by the Town to pay an invoice. Absent any agreement otherwise stated or as otherwise required by law, the Town's payment term will be Net 30.
- SS. PERFORMANCE/PUBLIC CONSTRUCTION BOND - A bond provided by a contractor/supplier in which a surety guarantees to the Town that the Goods are delivered or the Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the Town's requirements may, at the discretion of the Town, be substituted for the performance bond.
- TT. PERSON - Any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.
- UU. PRACTICABLE - Satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.
- VV. PRE-QUALIFICATION - The part of a competitive procurement process in which the Town determines, based on standards developed for a specified product or service, which interested Vendors meet those standards and are eligible for further consideration in the purchasing process.
- WW. PROCUREMENT CARD (P-CARD) - A payment method whereby authorized employees use a Town issued credit card to directly purchase Goods or Services within the established guidelines of the Town's Procurement Card Policy.
- XX. PRODUCT EVALUATION - The evaluation of a product to help determine its usefulness in meeting the Town requirement or specification.
- YY. PROFESSIONAL SERVICES - Services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education,

licensing, training or skill (e.g. janitorial services). Professional Services include but are not limited to evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports (e.g., accounting services, actuarial consulting services, legal services, financial advising, etc.).

- ZZ. PROPOSER - A Person submitting a proposal or qualifications to the Town for the supply of Goods, Services, or Professional Services.
- AAA. PURCHASE ORDER - A document approved and issued by the Purchasing Agent and accepted by the Vendor to obtain Goods, Commodities and Services as governed by the Town of Highland Beach terms and conditions.
- BBB. PURCHASING - The process of securing materials, services, repairs, leases and rentals necessary for the operation and support of the Town. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.
- CCC. PURCHASING AGENT – Town Manager or designee appointed to administrate solicitations on behalf of the Town.
- DDD. REQUEST FOR PROPOSALS (RFP) - All documents utilized for soliciting proposals for Goods, Services, or Professional Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.
- EEE. REQUEST FOR QUALIFICATIONS (RFQ) - All documents utilized for soliciting qualifications for Goods, Services, or Professional Services.
- FFF. REQUISITION - An internal document, provided by a department to the Purchasing Agent, that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Services, or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.
- GGG. RESPONSIBLE BIDDER OR PROPOSER - A Person, who, in the exclusive judgment of the Town, (a) has the capability in all respects to fully perform the Contract requirements; and (b) the integrity, experience, qualification, and reliability which assures good faith performance.
- HHH. RESPONSIVE BIDDER OR PROPOSER - A Person, who, in the exclusive judgment of the Town, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.

- III. SERVICES - Any performance of effort or labor, for which the Town has contracted other than Professional Services or services classified as construction. Services include, but are not limited to, janitorial, landscaping, and street striping.
- JJJ. SHORTLISTING - The part of a competitive procurement process in which the Town determines, based on criteria developed for a specified Good, Service, or Professional Service which of the interested Vendors are the best qualified to be eligible for further consideration in the purchasing process.
- KKK. SINGLE-SOURCE PROCUREMENT - Identifying and using, without first completing a competitive process, one source for Goods or Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the Town.
- LLL. SOLE-SOURCE PROCUREMENT - Identifying and using, without first completing a competitive process, one source for Goods or Services, when that source is the only one available that can fulfill a given Purchasing need of the Town.
- MMM. SOLICITATION DOCUMENTS - An Invitation for Bids, Request for proposals, Request for Qualifications, or an Invitation to Negotiate including all of the associated forms and documents of each solicitation, or any other types of documents used by the Town to procure Goods, Services, or Professional Services.
- NNN. SPECIFICATION OR SCOPE OF WORK - Any description of the physical or functional characteristics, or of the nature of Goods, Services, or Professional Services. Specifications or Scope of Work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.
- OOO. SUPPLIER, MERCHANT OR VENDOR - A Person currently supplying or in the business of supplying Goods, Services, or Professional Services.
- PPP. SUPPORT SERVICES DEPARTMENT – The department tasked with overseeing and administering procurement operations.
- QQQ. SURETY - An organization who, for a consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the Town and licensed to do business in Florida.
- RRR. THE USING DEPARTMENT (USER) - The department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The User is responsible for preparing solicitation documents, purchase

requisitions, purchase orders, and gathering the requisite information (quotations) given the pricing thresholds outlined in this policy. The User is responsible for authorizing the purchases of all materials, services, repairs, leases, and rentals in which the negotiated price exceeds the approved funding.

- SSS. THIRD PARTY CONTRACTOR - A vendor under written contract with the Town.
- TTT. THRESHOLD - A monetary limit or level that defines specific procurement actions or policies to be applied.
- UUU. TOWN - The Town of Highland Beach and, as the context warrants, those persons or bodies authorized to act on its behalf, including but not limited to the Commission, Committees, and staff.
- VVV. TOWN COMMISSIONER - Any person who is an elected Town official.
- WWW. TOWN STANDARD - Identifying and using, without first completing a competitive process, one source for Goods or Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need and which meets Town requirements for performance, consistency, compatibility, or other salient characteristics.

### III. ETHICS IN PROCUREMENT

Each person involved in the procurement process must adhere to a high standard of ethics. All employees, officers, commissioners, and board members shall be subject to and must abide by the rules and regulations contained in the Palm Beach County Code of Ethics, Palm Beach County Inspector General Ordinance as well as all State laws regarding procurement. Procurement information shall be a public record to the extent provided in Chapter 119, Florida Statutes, and shall be available to the public as provided in such statute and any other applicable statute.

All contracts must contain the following, or similar, provision:

#### A. Conflict of Interest

The Contractor shall take appropriate steps to ensure that neither it nor any of its officers or employees is placed in a position where, in the reasonable opinion of the Town, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or any of its officers or employees and the duties owed to the Town under the provisions of this Contract. The Contractor will disclose to the Town the particulars of any such conflict of interest which may arise during the term of this Contract including any extensions. A conflict of interest shall be determined in accordance with the policies and ordinances of the



Town, the Palm Beach County Code of Ethics, and applicable Florida Statutes.

B. Prohibition Against Contingent Fees

The Contractor/Consultant warrants that it has not retained a person to solicit or secure this Town of Highland Beach Contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contracts pursuant to the CCNA shall include the following provision regarding contingent fees: The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. If this provision is breached, the Town shall have the right to terminate the agreement without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of the fee, commission, percentage, gift, or consideration.

C. Unauthorized Purchases

No purchases of Goods and Services shall be made in the name of the Town of Highland Beach or one of its departments, except such as is required for official use by the Town of Highland Beach or one of its departments. Purchases in the name of the Town of Highland Beach or a department for personal use by an individual or for other than official use are prohibited, and no Town of Highland Beach funds will be expended or advanced therefore.

D. Disclaimer of Responsibility for Improper Purchasing

The Town may disclaim responsibility and liability for any purchase, expenditure, or agreement for expenditure arising from a procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or any person acting outside this Policy, or the authorization or delegation as provided in this Policy. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

**IV. PROCUREMENT THRESHOLDS AND APPROVAL LEVELS**

<b>Personal Property, Commodities, Services, and Construction</b>			
<b>Total Purchase Amount</b>	<b>Procurement Process</b>	<b>Approval Levels</b>	<b>Purchase Type</b>
\$0 - \$10,000	One Written Quote/Invoice*	Requesting Department Head Finance Director Town Manager	Direct Purchase
\$10,000.01 - \$50,000	Three Written Quotes**	Requesting Department Head Finance Director Town Manager	Purchase Order
\$50,000.01 & over	Sealed Competitive**	Requesting Department Head Finance Director Town Manager Town Commission	Executed Agreement and Purchase Order

\* Quote not required for Blanket Purchase Order.

\*\*Direct Acquisition Procurement method may be utilized as outlined in Section VII.

**V. INSURANCE REQUIREMENTS**

Insurance is required to safeguard the Town from all claims resulting from damage to property and/or injury to persons caused by the vendor or his/her actions. Any vendor performing onsite services shall be required to obtain, at their own expense, all minimum insurance coverage required under the terms and conditions of all Bids (ITB), Request for Proposals (RFP), Request for Qualifications (RFQ), Contracts, Leases, and Agreements.

The Town requires appropriate insurance coverage listing the Town of Highland Beach as an "Additional Insured." This is accomplished by providing a Certificate of Insurance listing the Town as "Certificate Holder" and "The Town of Highland Beach is Additionally Insured as respect to liability". Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. The Town may accept an insurance contract or binder as proof of insurance if a Certificate is provided upon selection of the vendor.

The Purchasing Agent shall review the insurance coverage and limits for the Certificate of Insurance to ascertain that the insurance requirements will be met. No Bid, RFP, RFQ, Contract, Agreement, Leases, etc., shall be awarded or purchase order issued until notification is received from the Purchasing Agent that the Certificate of Insurance satisfactorily meets the insurance requirements of the Town. This includes "piggy-backing" of other governmental entity bids.

## VI. FORMAL SOLICITATIONS

Acquisitions of or contracts for non-real property, goods, or services where the expenditure by the Town (including expenditures during renewal periods, but not expenditures relating to Change Orders) is estimated to be greater than \$50,000.00 shall be subject to a Sealed Competitive Method, unless the Town utilizes one of the direct acquisition methods as provided in this policy.

For purchases exceeding \$50,000, the ordering department must consult with the Support Services Department on the appropriate Sealed Competitive Method.

### A. Invitations to Bid

Invitations to Bid are utilized where price, responsiveness, and responsibility are the sole determining factors.

1. The ordering department shall work in conjunction with the Support Services Department to prepare a Town of Highland Beach Invitation to Bid and submit to the Town Attorney for legal review. The Invitation to Bid shall include specifications and all contractual terms and conditions applicable to the procurement.
2. Following review, the Invitation to Bid is then advertised on DemandStar (or other online procurement services provider), the Town's website, with applicable trade associations, and/or published in a newspaper of general paid circulation in Palm Beach County as required by State of Florida Law.
3. All responses submitted pursuant to the Invitation to Bid shall be submitted electronically unless otherwise stated in the solicitation documents through the Town's e-bidding platform and shall remain sealed until they are opened publicly on DemandStar (or other applicable online procurement services provider) at the date and time, stated in the Invitation to Bid, or as may be amended by addendum. Bids shall be opened publicly at the time and place designated in the public notice of the Invitation to Bid. The amount of each bid and the name of each bidder shall be recorded.
4. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs.
5. Correction or withdrawal of inadvertently erroneous bids before or after bid opening may be permitted where appropriate and when in accordance with law. Mistakes discovered

before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to time set for bid opening. In general, bidders should not be permitted to change a bid after bid opening. In rare cases, the Town may permit the correction of a bid if the bidder is able to present clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. For example, mistakes made in the multiplication of unit prices and quantities will be resolved in favor of the unit price, and discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Town staff should consult with the Town Attorney before allowing a change in a bid. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted unless it is otherwise required by law. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the bidder can show by clear and convincing evidence the following:

- 1) The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made;
- 2) The mistake would be a severe hardship on the bidder and enforcement would be unconscionable; and
- 3) The mistake was clerical and/or inadvertent (i.e., the mistake occurred regardless of the exercise of ordinary care) and not the result of gross or willful negligence of the bidder (e.g., carelessness or lack of good faith, etc.).

Further, if the mistake occurs in connection with competitive bidding on public works, the bidder must also establish the following additional factors by clear and convincing evidence:

- 1) The bid was submitted in good faith; and
- 2) The mistake, when discovered, was promptly reported to the Town before the bid was accepted.

The Town may require the bidder to reimburse the Town for any reasonable and documented costs incurred by the Town due to the bidder's mistake, if any.

All decisions to permit the correction or withdrawal of bids, based on bid mistakes, shall be supported by a written determination made by the Support Services Department. After a bid is accepted by the Town, the bidder is bound by its bid unless the acceptance is a result of mutual mistake or a unilateral mistake accompanied by inequitable conduct by the other party.

The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the low responsive and responsible bid for a project exceeds available funds, the Town Manager is authorized, when time or

economic considerations preclude re-solicitation of bids, to negotiate an adjustment of the bid price as long as the scope of work is not changed with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds.

6. If only one responsive bid for a commodity or contractual service is received, in response to an Invitation to Bid, an award may be made to the single Bidder if the Town Manager finds the price submitted is fair and reasonable, and that other prospective bidders had reasonable opportunity to respond, or there is not adequate time for re-solicitation. Further, the Town Manager reserves the right if in the best interests of the Town to negotiate with the sole Bidder for the best terms, conditions and price. The Town Manager shall document the reasons that such action is in the best interest of the Town. Otherwise, the bid may be rejected and:
  - a) New bids or offers may be solicited.
  - b) The sole bid may be rejected.
  - c) If the Town Manager determines in writing that the need for the supply or service continues, but that the price of the one bid/proposal is unreasonable and there is not time for re-solicitation or re-solicitation would likely be futile, the procurement may then be conducted as a Sole Source Procurement or Emergency Procurement, as appropriate.
7. The ordering department shall then prepare a Town of Highland Beach purchase requisition form requesting authorization to accept the best submittal as determined by price, responsiveness, and responsibility. The purchase requisition must then be approved by the department head.
8. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Town Manager should negotiate for the best terms and conditions. The ordering department shall document the reasons that such action is in the best interest of the town in lieu of re-soliciting competitive sealed bids.
9. The requisition form, with all supporting documentation attached, must be submitted to the Finance Department for verification of the availability of unencumbered budgeted funds. The requisition form must then be approved by the Finance Director or his/her designee.
10. The requisition form, with all supporting documentation attached, is submitted to the Town Manager for approval and returned to the Finance Department.
11. The Finance Department will forward all applicable information to the Town Attorney for

review and draft of a written agreement, when applicable.

12. The written agreement along with purchase requisition and supporting documentation is then submitted to the Town Clerk for inclusion on the next available Town Commission agenda for Commission review and final approval.
13. Upon receipt of a completed and fully executed written agreement the Finance Department will issue a Purchase Order Number and return a copy to the ordering department.
14. The ordering department must attach a copy of the completed Purchase Requisition/Purchase Order to the invoice(s) when submitted to Finance for payment.

B. Requests for Proposals, Requests for Qualifications, and Invitations to Negotiate

These methods are utilized when price, responsiveness, and responsibility are not the sole determining factors (i.e., professional services, etc.). The procurement of professional services subject to the CCNA shall comply with the procedures set forth in the CCNA.

1. The ordering department shall prepare a Town of Highland Beach Request for Proposals, Qualifications, or Invitation to Negotiate and submit to Department Head, Finance Director, and Town Attorney for review. The Request for Proposals/Request for Qualifications/Invitation to Negotiate shall state the relative importance of price, if appropriate, and all other evaluation factors.
2. Following review, the Request for Proposals, Qualifications, or Invitation to Negotiate is then delivered to any known vendors that can provide a response, advertised on the Town's website, advertised with applicable trade associations, and/or published in a newspaper of general paid circulation in Palm Beach County as required by State of Florida Law. As well as, notifying the Office of Inspector General of Palm Beach County via email in writing prior to any duly noticed public meeting of a procurement selection committee.
3. Pursuant to the Request for Proposals, Qualifications, or Invitation to Negotiate, the Town Manager may appoint a Selection Committee to review the submissions received by the Town.
4. All responses submitted pursuant to the Request for Proposals, Qualifications, or Invitation to Negotiate shall be submitted electronically through the Town's e-bidding platform and remain sealed until they are opened publicly on the date and time and location stated in the Request for Proposals, Qualifications, or Invitation to Negotiate or as may be amended by addendum. Submittals shall be opened publicly at the time and place designated in the public notice of the Request or Invitation. The amount of each bid and the name of each bidder shall be recorded.

5. No proposals shall be opened until the time designated in the public notice of the Request or Invitation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered.
6. The Selection Committee shall review and rank the responses received according to the language of the Request for Proposals, Qualifications, or Invitation to Negotiate.
7. Following the review and ranking, the Selection Committee will convene to finalize their scores and ranking of respondents.
8. The ordering department shall prepare a Town Commission Agenda Memo to approve the ranking results and authorize staff to negotiate a contract with the highest ranked response or as described in the Request for Proposals, Qualifications, or Letters of Interest.
9. Following Commission authorization, Staff shall negotiate a contract with a respondent pursuant to the language of the Request for Proposals, Qualifications, or Letters of Interest.
10. Once negotiations are completed, award shall be made to the responsible responder whose proposal is determined in writing to be the most advantageous to the Town based on evaluation factors set forth in the Request for Proposals/Request for Qualifications/Invitation to Negotiate.
11. The written agreement and supporting documentation are submitted to the Town Clerk for inclusion on the next available Town Commission agenda for their review and final approval.

C. Pre-bid and Pre-proposal Conferences

A pre-bid conference shall be scheduled for Invitations to Bid where it is deemed advisable to allow potential proposers to consult with Purchasing staff and the requesting department(s) to ensure clarity of the required goods or services and, if applicable, to view the site where the work is to be performed. A pre-proposal conference shall be scheduled under all Requests for Proposal solicitations. This conference shall be scheduled roughly in the middle of the solicitation period to allow enough time for vendors to prepare for the conference, and to consider the information provided during the course of the conference.

Attendance at Pre-bid and Pre-proposal conferences by vendors is generally optional, unless it concerns a construction project. However, vendor attendance at such conferences may be made mandatory depending upon the specific requirements of the project. Mandatory conferences may



serve to limit competition and shall be the exception to the procedure. If a vendor fails to attend a mandatory pre-bid or pre-proposal conference, then that vendor shall not be allowed to submit a proposal.

D. Addenda to Solicitation Documents

There may be occasions when it will be necessary to change the specifications, terms, or conditions of a given solicitation during the course of the proposal period. Such changes may be required in response to requesting department requests or clarifications, contractor questions (submitted in writing per the "Cone of Silence"), or other reasons. Such changes shall be formalized by the issuance of solicitation addenda by the Finance Department, to all potential vendors that have obtained the solicitation document. The addenda becomes part of, and supersedes, the solicitation document.

E. Tied Bids

Tied bids are offers where one or more responsive and responsible bidders offer the same low price for an item or group of items, depending on the method of award. In such instances, the Purchasing Agent will request best and final offers (BAFOs) from the bidders that offered the same price. The BAFOs must be requested at the same time or soon after the preliminary tabulation is provided to all responding proposers. This allows all proposers to see the prices that were submitted, and the proposers that offered the same pricing.

Request for best and final offers must include a due date (close of business is acceptable) and may be emailed directly to the Purchasing Agent or delivered to the Support Services Department. In the event responses to best and final offers result in another tie, the tie shall be broken by the Purchasing Agent by flipping a coin in the presence of the Finance Director or their designee.

F. Formation and Performance of Evaluation/Selection Committees

The Purchasing Agent is responsible for the review of all proposals for responsiveness before distributing them to the Selection Committee. A proposer is considered responsive if the proposal conforms in all material respects to the terms and conditions in the solicitation.

G. Selection Committee Team Members

The Purchasing Agent will determine the number and makeup of the Selection Committee and shall serve as the Selection Committee Chairperson.

Each member must:

- Have no personal or financial interest in any vendor or firm which has submitted a proposal to the Town.
- Have professional experience and/or a related interest so that the recommendations of the Committee can be supported and defended legally and ethically.

- Have professional experience and/or a related interest so that the recommendations of the Committee will lead to the selection of a vendor which will provide goods or services that is the best value for the Town.

H. Initial Meeting Of The Selection Committee

The Purchasing Agent shall conduct an initial meeting (Kick-Off Meeting) with the Selection Committee to ensure that each member has a clear understanding of their duties and responsibilities in the selection process. A copy of these guidelines, the solicitation and any addenda, each proposer's submittal, and a copy of the evaluation criteria will be distributed to Committee members.

I. Conflict Of Interest

Once proposals have been received, and it is known which proposers are involved in the evaluation competition, each member of the Selection Committee will be informed. Each member will be asked if the member has a personal or financial interest in any proposer, and if the member understands and can perform impartially within the Selection Committee guidelines. If a conflict of interest exists or appears to exist, that member will be disqualified from the Committee.

J. Committee Rules And Procedures

All evaluators on the Selection Committee are required to apply sound and unbiased judgment in awarding points to the proposals for the purpose of ranking them.

All Selection Committee members must read the solicitation thoroughly and have a clear understanding of the requirements and evaluation criteria before attempting to evaluate the proposals. All questions should be directed to the Purchasing Agent, who is the Chairperson of the Selection Committee.

1. The Selection Committee meetings must follow the requirements of Florida Statute 286.011 for public meetings and meetings must be noticed at least 72 hours in advance. These meetings are open to the general public (unless exempt pursuant to section 286.0113, Florida Statutes), which may include proposers which have submitted responses to the Town's solicitations. Minutes will be taken at all Selection Committee Meetings. Meetings may be recorded; and all recordings will be made available for the general public to listen to upon scheduling an appointment with the Finance Department.
2. Except as authorized under section 286.0113, Florida Statutes, Selection Committee members are prohibited from communicating with anyone, either verbally or in writing, regarding the proposals, outside of the scheduled and publicly noticed Selection Committee meetings. Violations of § 286.011, Florida Statutes are very serious and have legal and ethical ramifications. If a vendor or proposer contacts a Committee member, the member must refer the vendor or proposer to the Town

Clerk. Selection Committee members are prohibited from participating in individual meetings, informal consultations, lunches, entertainment or any other direct or indirect contact with vendors or proposers.

3. After receipt of proposals, each Committee member must review and evaluate each proposal independently, without discussing their evaluation with other Committee members.
4. At the Selection Committee Meeting, the Committee must make a determination as to whether or not the RFP process generated enough competition through a satisfactory number of responses to the request. The Committee would then either:
  - a) Recommend an acceptable proposal based on the evaluation process; or
  - b) Recommend that the Commission reject all proposals received; thereafter restructure the RFP/process in an effort to obtain more responses.
5. Evaluations must be based on the criteria established in the solicitation. All criteria must be scored. If a member elects to score only some of the proposals or criteria, the evaluations completed by that member will not be counted in order to prevent skewing of the final scores.
6. Evaluations must be both qualitative and quantitative based on the evaluation criteria outlined in the solicitation. If a member scores a zero (0) in any category, that member must identify the deficiency and provide a written explanation for the zero (0) score. All scores and comments become part of the solicitation and contract file and are subject to disclosure under the Florida Public Records Law. Committee members should have a reasonable, rational, and consistent basis for their scores, and be prepared to explain their scores in the event of a protest or inquiry.
7. Prior to the Selection Committee meeting in a public forum, any questions, clarifications, or additional information requested from a proposer by a member must be submitted in writing through the Purchasing Agent. The Purchasing Agent is responsible for obtaining a written response from the proposer and sharing the response with all Committee members prior to the first publicly advertised meeting.
8. Score sheets must be completed prior to the Committee meeting where rankings will be determined. After the Selection Committee members have independently completed the initial review and scoring of all proposals, the Committee will convene at a publicly posted meeting to openly discuss the proposals. Members may adjust their initial scoring based on their interpretation of any additional information gained from the Committee's discussions. After all discussions have been completed each

Committee member shall finalize their scores. Each member is required to sign his/her score sheet and any note pages and submit them to the Chairperson as part of the public record.

9. Score sheets will be tabulated and ranked from the highest to the lowest by the Chairperson.
10. Depending on the outcome of the scoring, the Committee will recommend one of the following:
  - a) Award the contract to the highest ranked proposer; or
  - b) Shortlist the top ranked proposers and request scheduling of oral presentations.
11. If the Committee recommends awarding the contract to the highest ranked proposal, no further action is required by the Selection Committee.
12. If oral presentations are requested, the Selection Committee shall identify which proposers will be asked to provide oral presentations. The Selection Committee may request oral presentations from as many proposers as necessary; however, it is recommended that the Committee come to a consensus and request presentations only from the top-ranked proposers.
13. When oral presentations are requested by the Selection Committee, the members shall submit a written request to the Chairperson for specific areas needing additional explanation and/or clarification or any other information the Committee would like the proposers to provide during the oral presentations. These questions must be submitted at a public meeting.
14. All proposers selected for oral presentations will be notified in writing of the publicly posted meeting by the Committee Chairperson or designee, identifying the date, time, location, with a uniform script listing the specific questions or information requested by the Selection Committee to be addressed at the presentation.
15. Prior to the oral presentations, the Chairperson will provide the evaluation criteria and score sheets to the Selection Committee.
16. During the oral presentations, Committee members will be able to ask questions of the proposers for a clear understanding of each proposer's position.
17. After oral presentations are completed, the Committee will have the opportunity to

continue discussions among themselves. After discussions are completed, each member shall finalize their scores. Each member is required to sign his/her scoring sheet and any note pages and submit them to the Chairperson as part of the public record.

18. Score sheets will be tabulated and ranked from the highest to the lowest by the Chairperson. The award recommendation will be for the proposer with the highest ranked score.

19. The Selection Committee Chairperson shall work with the Town department on a recommendation to award for processing through the Town Manager and/or the Town Commission, as appropriate.

K. Cone of Silence

Any person participating in a competitive solicitation issued by the Town shall comply with Section 2-355 of the Palm Beach County Code of Ordinances, as amended.

L. Protest Procedures

Standing. Parties that are not actual bidders, proposers or responders, including, but not limited to, contractors or consultants that do not submit a bid or proposal, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section. A party will have standing to protest or appeal a determination made pursuant to this Section if that party has a substantial interest to be determined by the Town. For example, if the party protesting/appealing is not the second lowest bidder who would receive the award if the challenge was successful, then that party does not have standing.

M. Procedure

1. Upon notification by the Town that a proposer or responder is deemed non-responsive and/or non-responsible, the proposer or responder who is deemed non-responsive and/or non-responsible may file a protest with the Purchasing Agent by close of business on the third business day after notification (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such proposer or responder to verify the operating hours of Town Hall.
2. After a Notice of Intent to Award an Agreement is posted, any actual proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Purchasing Agent by close of business on the third business day after posting (excluding the day of posting) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of Town Hall.

A Notice of Intent to Reject all Proposals or Responses is not subject to the protest procedure.

3. The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Purchasing Agent. The clock located in the Town Clerk's office shall govern.

N. Protest Bond

Any proposer or responder filing a protest shall simultaneously provide a Protest Bond to the Town in the amount equaling ten percent (10%) of the recommended award price pertaining to the protested RFP, RFQ, etc., documents. If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the Town. The Protest Bond shall be in the form of a cash or a letter of credit with a bank located in Palm Beach County, Florida.

O. Protest Committee

The Protest Committee shall review all protests at a public meeting as soon as possible or no later than thirty (30) days after a bid protest is filed. The Town Manager shall appoint the members of the Protest Committee. No member of the Town Commission shall serve on the Protest Committee. The Town Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be opened to the public and all the actual bidders, responders or proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the Town Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the Town Commission. All the actual responders or proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the contract, or such other time as determined by the Town Commission.

P. Stay of award of Agreement or Sealed Competitive Method

In the event of a timely protest, the Purchasing Agent shall stay the award of the Agreement or the Sealed Competitive Method unless the Town Manager determines that the award of the Agreement without delay or the continuation of the Sealed Competitive Method is necessary to protect any substantial interest of the Town. The continuation of the Sealed Competitive Method or award process under these circumstances shall not preempt or otherwise affect the protest.

Q. Appeals to Town Commission

Any actual proposer or responder who is aggrieved by a determination of the Protest Committee may appeal the determination to the Town Commission by filing an appeal with the Town Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing

and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Town Clerk.

R. Failure to File Protest

Any actual proposer or responder that does not formally protest or appeal in accordance with this Section shall not have standing to protest the Town Commission's award.

**VII. INFORMAL SOLICITATIONS**

Acquisitions of or contracts for non-real property, goods, or services where the expenditure by the Town (including expenditures during renewal periods, but not expenditures relating to Change Orders) is estimated to be \$50,000 or less shall not be subject to a Sealed Competitive Method. The town will utilize the procurement methods outlined below based on the total purchase price.

A. Purchase of Items up to \$10,000

1. If a vendor does not require a Purchase Order, the ordering department may directly enter an invoice into the Town's Accounts Payable system with an invoice attached that matches the goods or services ordered.
2. If a vendor requests a Purchase Order, a Town of Highland Beach purchase requisition must be completed by the ordering department and approved by the department head or his/her designee prior to the purchase being made.
3. The requisition, with all supporting documentation attached, must be approved by the Finance Department for verification of the availability of unencumbered budgeted funds.
4. The requisition, with all supporting documentation attached, must then receive final review and approval from the Town Manager or his/her designee.
5. Once fully approved, the requisition is converted to a Purchase Order by the Support Services Department.
6. After conversion to a Purchase Order, the ordering department will receive an automated email notification from the Town's ERP system that the requested Purchase Order has been issued.

B. Purchase of Items \$10,000.01 to \$50,000.00

1. A minimum of three written quotes are required to demonstrate due diligence in obtaining high-quality goods and services at a commercially reasonable price. When the required number of quotes is not obtained, the ordering department must submit



documented evidence and/or written justification for review and authorization by the Town Manager.

2. A Town of Highland Beach purchase requisition must be completed by the ordering department and approved by the department head or his/her designee prior to the purchase being made.
3. The requisition, with all supporting documentation attached, must be approved by the Finance Department for verification of the availability of unencumbered budgeted funds.
4. The requisition, with all supporting documentation attached, must then receive final review and approval from the Town Manager or his/her designee.
5. Once fully approved, the requisition is converted to a Purchase Order by the Support Services Department.
6. After conversion to a Purchase Order, the ordering department will receive an automated email notification from the Town's ERP system that the requested Purchase Order has been issued.

### **VIII. DIRECT ACQUISITION PROCUREMENTS**

#### **A. Professional Services**

Except as otherwise provided for in Florida Law (e.g., CCNA), contracts for professional services (which include but are not limited to services provided by architects, engineers, surveyors, attorneys, physicians, accountants, actuaries, lobbyists and financial advisors) may be made or entered into by the Town Manager without utilizing a Sealed Competitive Method or the Written Quotations Method. Acquisitions of professional services where the expenditure by the Town (including expenditures during renewal periods, but not expenditures relating to Change Orders) is estimated to be greater than \$50,000.00 are subject to approval by the Town Commission. For those professional services governed by the CCNA, staff shall confirm whether the CCNA procedures are applicable due to the estimated amount of the proposed contract.

#### **B. Specialty Goods and Services**

Acquisitions of or contracts for specialty goods and services (including but not limited to performing artists, artwork, special events, entertainment, and food and beverage) may be made or entered into by the Town Manager without utilizing a Sealed Competitive Method or the Written Quotations Method. Acquisitions of specialty goods and services, where the expenditure by the Town is estimated to be greater than \$50,000.00, are subject to approval by the Town Commission.

C. Emergency Acquisitions

The Town Manager may acquire or contract for non-real property, goods, or services required in contemplation of, preparation for, or during an Emergency without utilizing a Sealed Competitive Method or the Written Quotations Method regardless of the amount. Emergency acquisitions of non-real property, goods or services where the expenditure by the Town is greater than \$50,000.00 must be ratified by the Town Commission as soon as practicable.

D. Sole Source

The Town may acquire or contract for non-real property, goods or services that are available to the Town from only one source without utilizing the Sealed Competitive Method or Written Quotations Method. Sole Source acquisitions where the expenditure by the Town (including expenditures during renewal periods, but not expenditures relating to Change Orders) is estimated to be greater than \$50,000.00 are subject to approval by the Town Commission.

E. Town Standard

Where the Town has determined that a particular style, brand, make, or model is the only type that meets the Town's requirements for performance, consistency, compatibility or other salient characteristics, and such determination has resulted in there being only one source available to the Town, the Town may acquire or contract for such goods without utilizing a Sealed Competitive Method or the Written Quotations Method. Town Standard acquisitions where the expenditure by the Town (including expenditures during renewal periods, but not expenditures relating to Change Orders) is estimated to be greater than \$50,000.00 are subject to approval by the Town Commission.

F. Utilization of Other Governmental Entities' Contracts

The Town may acquire or contract for non-real property, goods or services without utilizing a Sealed Competitive Method or the Written Quotations Method where the desired goods or services are the subject of a contract with the State, its political subdivisions or other local governmental entities in the State, with associations in Florida affiliated with state and/or local governmental entities or departments (such as the Florida Sheriffs Association and the Florida Fire Chiefs' Association) or with the United States government or national cooperatives, provided that the contract is based strictly on competitive bidding and not on any preference, and provided that the form of the contract is acceptable to the Town Attorney. Some terms and conditions of the existing contract may be modified by the Town so long as they do not substantially change the purchase. Acquisitions utilizing other governmental entities' contracts where the expenditure by the Town (including expenditures during renewal periods, but not expenditures relating to Change Orders) is estimated to be greater than \$50,000.00 are subject to approval by the Town Commission.

Utilization of other government entities' contracts shall only be permitted during the term of the other governmental entity's contract or for one year from the date the other governmental entity awards the bid, whichever is longer.

If the Town desires to utilize another governmental entity's contract, the Town shall make an effort to receive the price or rate represents the lowest price or rate for the non-real property, goods or services of any contract between the vendor and any other governmental entity within the State. The terms and conditions shall remain the same as the original agreement.

G. Cooperative Acquisitions

The Town may acquire or contract for non-real property, goods or services without utilizing a Sealed Competitive Method or the Written Quotations Method where the Town participates in joint procurement of non-real property, goods or services with other public entities within the State, including, but not limited to acquisitions made pursuant to interlocal agreements entered into with other governmental entities in accordance with Chapter 163 Florida Statutes. Cooperative acquisitions where the expenditure by the Town (including expenditures during renewal periods, but not expenditures relating to Change Orders) is estimated to be greater than \$50,000.00 are subject to approval by the Town Commission.

H. Utilities

Water, cable, sewer, gas, electrical, internet (wifi), telephone and other utility services may be acquired without utilizing a Sealed Competitive Method or the Written Quotations Method and without Town Commission approval.

I. Resale

Food, beverages and merchandise purchased for resale, may be acquired without utilizing a Sealed Competitive Method or the Written Quotations Method and without Town Commission approval.

J. Employee Benefits and Health Services

Employee Benefits and health related services may be procured/renewed directly through a negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records, and not be subject to competitive procurement methods.

K. Property, Casualty, Workers Compensation, Liability, Automobile Insurance

Insurances may be procured/renewed through a negotiating process and is not subject to competitive procurement methods.

L. Best Interest Acquisitions

The Town may acquire or contract for non-real property, goods, or services without utilizing a formal solicitation method or written quotations if the Town Commission declares by at least a four-fifths (4/5) affirmative vote that the formal solicitation or written quotations methods are not in the best interest of the Town. The Town Commission shall make specific factual findings that support its determination, and such contracts shall be placed on the regular Town Commission agenda. This provision may not be used when the purchasing or procurement

method is prescribed by state law, such as F.S. Sections 287.055 or 255.20, as amended.

**IX. FORM OF CONTRACT**

**A. Written Agreements**

Written agreements shall be utilized for all acquisitions of non-real property, goods or services where the total expenditure by the Town (including expenditures during renewal periods, but not expenditures relating to Change Orders) is estimated to be greater than \$50,000.00. The Town may utilize a written agreement for any acquisition of less than \$50,000.01 that the Town deems appropriate. All written procurement agreements must be approved as to form and legality by the Town Attorney and executed by the Town Attorney.

**B. Purchase Orders**

Where no other form of contract exists, purchase orders, in a form pre-approved by the Town Attorney, shall be utilized for acquisitions of non-real property, goods or services where the total expenditure by the Town is estimated to be greater than \$10,000. The Town may utilize a purchase order for any acquisition of \$10,000 or less that the Town deems appropriate. No change shall be made to the pre-approved purchase order form without express approval of the Town Attorney.

**X. CHANGE ORDERS**

**A. Town Commission Approved Contracts**

1. Any Change Order that materially expands or alters the scope of the work in a Town Commission approved contract shall be subject to prior approval by the Town Commission.
2. The Town Manager may approve a Change Order provided that it does not alter the scope of the work in a Town Commission approved contract and that the cumulative total of all change orders, for the duration of the contract, does not exceed twenty percent (20%) of the contract amount or \$100,000, whichever is less.
3. Any Change Order that extends the original substantial or final completion date of a Town Commission approved contract shall be subject to prior approval by the Town Commission, except for the time allowed under Article VIII.

**B. Town Manager Approved Contracts**

The Town Manager is authorized to approve a Change Order to a contract that was not approved by the Town Commission, provided that the Change Order does not cause the total acquisition from the vendor to exceed the aggregate sum of \$50,000 during any Fiscal Year pursuant to Article

VIII.

XI. TERMINATIONS, EXTENSIONS, AND RENEWALS

A. Town Commission Approved Contracts

1. Contracts approved by the Town Commission may be terminated only by the Town Commission. If the Town Manager desires to terminate a Town Commission approved contract, the Town Manager may suspend the work under the contract until the Town Commission makes a final determination.
2. The Town Manager may extend a Town Commission approved contract for up to 90 days. The extension of any Town Commission approved contract for longer than 90 days shall be subject to prior approval by the Town Commission. In the event of an Emergency, the Town Manager may extend a Town Commission approved contract without Town Commission approval, subject to later ratification by the Town Commission.
3. When a contract is entered into by the Town pursuant to Town Commission approval and provides for one or more renewals by affirmative action of the Town, only the Town Commission may approve such renewals.
4. The Town Manager may suspend a Town Commission approved contract for up to 90 days. Suspension of a Town Commission approved contract for longer than 90 days shall be subject to Town Commission approval.

B. Town Manager Approved Contracts

1. Contracts that were not approved by the Town Commission may be terminated by the Town Manager.
2. The Town Manager is authorized to extend for up to 120 days any contract entered into by the Town that was not approved by the Town Commission.
3. When a contract is entered into by the Town pursuant to Town Manager approval and provides for one or more renewals by affirmative action of the Town, the Town Manager is authorized to approve such renewals without Town Commission approval.
4. Contracts that were not approved by the Town Commission may be suspended by the Town Manager.

**XII. BLANKET PURCHASE ORDERS**

Blanket purchase orders are used when commodities, products, and services are purchased on a regular and routine basis, and the cost for the item(s) or the specified quantity cannot be easily identified (i.e. fuel, routine vehicle maintenance, janitorial supplies, etc.). A blanket purchase order may be issued for a not-to-exceed dollar amount and for a set period of time. Use of blanket purchase orders are not designed to get around the requirement to competitively bid items for known quantities of commodities, products and services (i.e. annual chemical purchases, annual landscape maintenance, etc.). All blanket purchase orders close at the end of the fiscal year. No capital items may be purchased with a blanket purchase order. Blanket Purchase Orders are subject to the Purchasing Procedures defined in this manual. Blanket purchase orders do not require quotes when the not to exceed amount is \$10,000 or less.

**XIII. UNBUDGETED PURCHASES**

In the event that a department needs to purchase an item or items that are outside of the amount which was originally part of the approved budget for their department, the following procedure will be followed:

- Items \$50,000 or less must be approved by the Town Manager.
- Items over \$50,000 must be approved by the Town Commission.
- All unbudgeted purchase requests must be accompanied by a memo from the ordering department head explaining the immediate need for the items requested.

**XIV. PURCHASES NOT TO BE DIVIDED**

No purchase shall be divided or sub-divided to circumvent the competitive bid requirements of the State of Florida Statutes, Town of Highland Beach Code, or purchasing rules and regulations.

**XV. PROPERTY DISPOSAL**

**A. Excess, Surplus, and Obsolete Materials**

It shall be the duty of the User Department Head to report all excess, surplus or obsolete materials to the Support Services Department. At this point, the Support Services Department and Town Manager, in conjunction with the User, will examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment or sold by auction or sealed bid.

The Town Manager shall have the authority to dispose of all non-real property that is determined

to have a book value or market value (whichever is greater) of less than \$2,500 in any manner authorized by Chapter 274, Florida Statutes "Tangible Personal Property Owned by Local Governments". Surplus non-real property with a book value or market value (whichever is greater) greater than \$2,500 will be subject to Town Manager approval prior to its disposal.

1. The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.
2. In replacing obsolete equipment, it may be financially advantageous to trade-in the old equipment. Requests for bids on the replacement item may call for bid prices with or without trade-in and provide that award may be made either way.
3. Excess, surplus and obsolete items (greater than \$2,500) not transferred or traded-in may be consolidated and offered for sale by auction or by sealed bid method. Auctions can be traditional or contemporary including online auctions such as [www.govdeals.com](http://www.govdeals.com) or similar websites. The property offered for sale will be on an "AS IS/WHERE IS" basis. The sale will be given public notice. Sealed bids will be opened at the time and place announced with the Town, retaining the right to reject any and all.
4. The Town Manager may declare that any non-real property that is determined by the Town Manager to have reached the end of its useful life and/or may expose the Town to potential liability from its continued use or sale and/or whose disposition cost exceeds its value, is junk. Non-real property declared by the Town Manager to be junk shall be disposed of without receipt of consideration (or, if necessary, at a cost to the Town) and shall be rendered useless.

B. Sale to Employees

To avoid any appearance of impropriety in the disposition program, it will be the Town's policy to prohibit the direct sale of surplus property to any Town Employee, Official or Agent. This policy does not prohibit any Town Employee, Official or Agent from extending an offer at a public auction or in the form of a sealed bid.

C. Allocation of Proceeds

Proceeds from the sale of excess or surplus property will go into the Town's Fund that held the asset.



## PURCHASING CARD POLICY

### I. PROCEDURES

- A. The Finance Director or designee shall be the Program Administrator for Purchasing related issues and will administer the Purchasing Card Program for the Town of Highland Beach.
- B. This policy is applicable to those departments who have identified employees who may use purchasing cards to purchase goods and services allowed under this policy. The decision to issue a purchasing card is the responsibility of the department director with the approval of the Town Manager.
- C. Since the Town of Highland Beach, not the individual employee, will pay for purchases made with the purchasing card for official Town use, additional controls have been added to these purchasing cards.
- D. The standard purchasing card limit is \$2,500 per billing cycle. Department directors may establish lower limits for their employees.
- E. Purchasing Card Use
  - 1. The purchasing card shall be used for Town of Highland Beach business only.
  - 2. The purchasing card shall have the cardholder's name embossed on it and shall only be used by that employee or another employee that has been established as an authorized purchaser on the cardholder's account.
  - 3. All items purchased using the purchasing card shall be available immediately; purchasing back ordered items is prohibited.
  - 4. The Town is tax exempt and shall not be charged sales tax on any transactions. If the vendor charges sales tax in error, the cardholder must contact the vendor and obtain a credit equal to the amount of the sales tax.
  - 5. All transactions require a sales receipt. A sales receipt may be referred to as an invoice and must include the following:
    - a) Vendor name
    - b) Itemized breakdown
    - c) Grand total price
    - d) Transaction date

## II. DISPUTES

- A. If items purchased with the purchasing card are found to be defective or services faulty, the cardholder has the responsibility to return the item(s) for replacement or refund or have services redone or refunded. If the vendor refuses to replace or refund the item, or redo or refund the service, the purchase will be entered into dispute.
- B. The cardholder shall notify the credit card provider, the Town's Program Administrator, and their department head of any dispute situations.

## III. LOST OR STOLEN CARDS

- A. Should any employee lose or have their purchasing card stolen, it is the responsibility of the employee to immediately notify the card issuer, their department head, and the Program Administrator of the loss. The appropriate Police Department should also be notified depending on situation, i.e., robbery, burglary, etc.
- B. The following information must be provided to the department head and the Program Administrator:
  - 1. Complete name as it appears on the card
  - 2. Card number
  - 3. Date police were notified (if stolen)
  - 4. Date card issuer was notified
  - 5. Purchases made on the day the card was lost or stolen
- C. The department head is required to make a written report to the Program Administrator WITHIN ONE (1) WORKDAY including:
  - 1. Complete information on the loss
  - 2. Date the loss was discovered
  - 3. Location where the loss occurred, if known
  - 4. Purchases cardholder made prior to the loss
  - 5. Any other pertinent information
- D. Should the card be found, it must be returned to the Program Administrator for destruction.

## IV. TERMINATING EMPLOYEE

- A. The Program Administrator, or designee, will be responsible to collect and destroy the purchasing card upon termination, resignation, or retirement. The Program Administrator will

notify the issuer and destroy the purchasing card.

- B. In the event that the Program Administrator, or designee, is not able to collect the purchasing card when the employee is terminated or otherwise leaves the employment of the Town, the Program Administrator, or designee, shall immediately notify the card issuer by telephone and follow-up with a memo to take action to ensure the purchasing card is voided.
- C. The Program Administrator, or designee, will confirm at the exit interview that the purchasing card has been turned in.

V. DISCIPLINARY ACTION GUIDELINES

- A. Any incident of improper or unauthorized use of the card shall be immediately reported to the Program Administrator, or designee, and the Town Manager.
- B. The Program Administrator, or designee, and the Town Manager may suspend or terminate cardholder privileges for improper or unauthorized use, or otherwise in the Town's sole discretion at any time and without prior notice.
- C. The appropriate disciplinary action will be taken as per the Town of Highland Beach Personnel Rules and Regulations. Improper or unauthorized use of the card as specified within this policy may subject the employee to appropriate disciplinary action, such as:
  - 1. Written reprimand to be maintained in employee's personnel file.
  - 2. Suspension without pay.
  - 3. Termination of employment.
- D. In addition to any administrative and disciplinary action that may be taken, the employee may be required to reimburse the Town of Highland Beach for the total amount of improper charges through a payroll deduction, in accordance with applicable law. The Town may also initiate any other lawful collection methods necessary in its sole discretion.
- E. Failure to submit properly completed reports related to cardholder activity during the time periods specified within this policy may subject the employee to appropriate action, such as:
  - 1. First Offense – Suspension of cardholder privileges for a minimum of thirty (30) business days.
  - 2. Second Offense – Termination of cardholder privileges and a written reprimand to be maintained in the employee's personnel file.

## VI. PROGRAM GUIDELINES

Several unique controls have been developed for the Purchasing Card Program that do not exist in a traditional credit card environment. These controls ensure that the card can only be used for specific purchases and within specific dollar limits.

### A. General Information

1. The unique purchasing card that an employee receives has his/her name embossed on it and the words "TOWN OF HIGHLAND BEACH". It shall only be used by that employee or another employee that has been established as an authorized purchaser on the cardholder's account.
2. The purchasing card shall only be used for Town business and shall not be used to make personal purchases.
3. The standard purchasing card spend limit is \$2,500 per billing cycle.
4. All cardholders shall sign a Town of Highland Beach Cardholder Agreement Form at the time of card issuance.

### B. Conditions

1. Each single purchase may be comprised of multiple items, but the total cannot exceed the single purchase dollar limit on the purchasing card.
  2. The least expensive item that meets the Town of Highland Beach basic needs should be sought.
  3. Cardholders must follow their department's administrative control of funds procedures to ensure that sufficient funds are available prior to making a purchase. Items purchased with a purchasing card will be reconciled to the appropriate expense line item.
- C. The purchasing card issuer will not request any personal information from the cardholders, nor should any personal information be furnished to the purchasing card issuer.
- D. Use of the purchasing card does not relieve the cardholder from complying with Federal, state, and local laws, ordinances, and regulations.
- E. The purchasing card is not intended to replace effective procurement planning which enables volume discounts or appropriate travel arrangements.
- F. Questions regarding a purchasing account or specific purchasing card procedures should be directed to the Program Administrator, or designee.

- G. The following list covers purchases for which purchasing card use is prohibited:
1. Cash advances.
  2. Personal items.
  3. Fuel – Exception for pre-approved travel in a Town or rental vehicle.
  4. Phone services.
  5. Professional services (Architects, Engineers, Attorneys, Physicians, etc.)
  6. Supplies or services related to personal memberships or agreements.
  7. Gift cards.
  8. Specifically set department restrictions.

## VII. PROCEDURES FOR PURCHASING CARD RECONCILIATION

- A. Monthly statements are mailed directly to employees who are assigned a Purchasing card. Upon receipt of the statement, the cardholder should complete the following reconciliation steps before the end of the month:
1. Review the statement for accuracy and report any errors to PNC any of the following ways:
    - a) Mail – PO Box 2859 Kalamazoo, MI 49003-2859
    - b) Fax – (269) 973-1688
    - c) E-mail – [billinginquiries@pnc.com](mailto:billinginquiries@pnc.com)
  2. Enter the details for each transaction then upload the supporting documents in the BS&A Accounts Payable Module as follows:
    - a) Invoice Date - Transaction/Post Date on the Statement
    - b) Due Date - 4<sup>th</sup> of the month following the statement closing date
- B. If there is a credit/return, enter the transaction with a minus in the “amount” field.
- C. Upon completion of entering the transactions from the statement, double-check to ensure that the total transactions entered (Including credits) matches the total activity reflected on the statement.

## TOWN OF HIGHLAND BEACH CARDHOLDER AGREEMENT FORM

Please review the terms stated below, sign, date and return to the Purchasing Division upon receipt of your Purchasing Card. Please note that this Cardholder Agreement also acts as your signature card and will be kept on file in the Purchasing Division.

I, \_\_\_\_\_, hereby acknowledge receipt of a Town of Highland Beach Purchasing Card and have reviewed the Town's Purchasing Card Policy.

Card Number: \_\_\_\_\_ (the "Purchasing Card"), is received in good condition, with both the Town's name and mine appearing on the face of the Purchasing Card. I have verified the information contained thereon and attest to its accuracy.

"Proper and Authorized Charges" shall mean charges which conform to and meet all requirements of the Purchasing Card Policy and any other applicable law, ordinance, rule or regulation. I hereby agree to abide by the Ethics in Public Contracting as detailed in the Palm Beach County Code of Ethics Ordinance.

I agree to accept responsibility for the protection and proper use of the Purchasing Card in accordance with the above referenced instructions and policies and procedures.

I understand that my use of the Purchasing Card is subject to audit by the Town, that my purchases with the Purchasing Card are limited to the dollar purchase limit per month as set forth in the policies and procedures and Purchasing Card charges for purchases shall not be split. Splitting charges will be considered abuse of the Purchasing Card program and may result in disciplinary action and revocation of the Purchasing Card. The Purchasing Card is not to be used to purchase certain commodities and services as outlined in the policies and procedures. I further understand that I am to use the Purchasing Card solely for proper and authorized charges for official business on behalf of the Town.

I agree to immediately notify the Program Administrator by telephone or email if the Purchasing Card is lost or stolen. I also agree to immediately notify the Program Administrator if unauthorized charges appear on my Statement of Account. I understand that my failure to immediately notify the Program Administrator of unauthorized charges to my Statement of Account could make me responsible for improper or unauthorized charges.

The improper or unauthorized use of the Purchasing Card may result in disciplinary action and or suspension or termination of the Purchasing Card and all associated Cardholder privileges. I understand that the Town may suspend or terminate my privileges to use the Purchasing Card at any time for any reason.

If the Town initiates legal proceedings to recover amounts owed by me under this Agreement, I agree to pay court costs, reasonable attorney's fees and other expenses incurred by the Town in such proceedings, assuming the Town prevails in such legal action.

I agree to surrender the Purchasing Card immediately upon retirement, termination of employment, termination of Cardholder privileges, or upon the request of the Town. I understand that I will be held responsible for improper or unauthorized charges in accordance with the Purchasing Card Policy.

\_\_\_\_\_  
Cardholder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

Town Manager Signature

Date





**TOWN OF HIGHLAND BEACH  
ORDINANCE NO 23-\_\_\_**

**AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, AT CHAPTER 33 “ACQUISITION OF GOODS AND SERVICES,” SECTION 33-2 “METHODS OF ACQUISITION”; AMENDING SECTION 33-3 “TOWN COMMISSION APPROVAL”; AND FOR OTHER PURPOSES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Highland Beach, Florida (the “Town”), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town Commission wishes to update Chapter 33 “Acquisition of Goods and Services” to be consistent with updates made to the Town’s Purchasing Policy and Procedures; and

**WHEREAS**, it has been determined that this ordinance serves a public purpose and is in the best interest of the public health, safety, and welfare of the Town of Highland Beach.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing facts and recitations contained in the preamble to this Ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

**Section 2.** The Town of Highland Beach Code of Ordinances, is hereby amended at Chapter 33, “Acquisition of Goods and Services,” to read as follows:

**Chapter 33 – ACQUISITION OF GOODS AND SERVICES**

**\*\*\***

**Sec. 33-2. – Methods of acquisition.**

(a) *Sealed competitive method.* Acquisitions of or contracts for non-real property, goods or services where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be ~~twenty-five thousand dollars (\$25,000.00)~~ or greater than fifty thousand dollars (\$50,000.00) shall be subject to a sealed competitive method, unless the town utilizes one of the methods that

is exempt from the sealed competitive method or from obtaining quotes, as provided in subsection 33-2(c).

(1) *Competitive bids.* Sealed competitive bids are utilized where price, responsiveness, and responsibility are the sole determining factors.

(2) *Requests for proposals, requests for qualifications, requests for letters of interest.* Requests for proposals, requests for qualifications, and requests for letters of interest are utilized where price, responsiveness, and responsibility are not the sole determining factors. The town manager may appoint a selection committee to review the submissions received by the town in response to requests for proposals, requests for qualifications, and requests for letters of interest and make a recommendation to the town commission. The selection committee shall terminate upon the award of the contract, or such other time as determined by the town commission.

(3) *Submissions.* It shall be the sole responsibility of the bidder, proposer or responder to have the bid, proposal or response delivered before the specified closing date and time. Bids, proposals or responses received after the closing date and time shall not be considered and shall be returned unopened. The clock in the town clerk's office shall govern. All bids, proposals and responses submitted pursuant to a sealed competitive method shall remain sealed until they are opened publicly on the date and time and location stated in the notice to bidders, proposers or responders, or as may be amended by addendum.

(4) *Town's reservation of rights.* The town may utilize a sealed competitive method for any acquisition that the town deems appropriate regardless of the estimated cost of the acquisition. Until final award of contract, the town reserves the right to waive any informality or irregularity and to reject all bids, proposals and responses, with or without cause.

(b) *Purchasing policy.* Acquisitions equal to or less than fifty thousand dollars (\$50,000.00)~~under twenty five thousand dollars (\$25,000.00)~~ shall be governed by the town's purchasing policy.

(c) *Exemptions from purchasing by the sealed competitive method or by obtaining a written quote.*

(1) *Professional services.* Except as otherwise provided for in Florida law, contracts for professional services (which include but is not limited to services provided by architects, engineers, surveyors, attorneys, accountants, actuaries, lobbyists and financial advisors) may be made or entered into by the town manager without utilizing a sealed competitive method or obtaining written quotes. Acquisitions of professional services where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be ~~twenty five thousand dollars (\$25,000.00)~~ or greater than fifty thousand dollars (\$50,000.00) shall be subject to approval by the town commission.

(2) *Specialty goods and services.* Acquisitions of or contracts for specialty goods and services (including but not limited to performing artists, artwork, special events, entertainment, and food and beverage) may be made or entered into by the town manager without utilizing a sealed competitive method or obtaining written quotes. Acquisitions of specialty goods and services, where the expenditure by the town is estimated to be ~~twenty five thousand dollars (\$25,000)~~ or greater than fifty thousand dollars (\$50,000.00), shall be subject to approval by the town commission.

(3) *Emergency acquisitions.* The town manager may acquire or contract for non-real property, goods, or services required in contemplation of, preparation for, or during an emergency without utilizing a sealed competitive method or obtaining written quotes regardless of the amount. Emergency acquisitions of non-real property, goods or services where the expenditure by the town is estimated to be ~~twenty five thousand dollars (\$25,000.00)~~ or greater than fifty thousand dollars (\$50,000.00) shall be subject to ratification by the town commission as soon as practicable.

(4) *Sole source and town standard.*

a. *Sole source.* The town may acquire or contract for non-real property, goods or services that are available to the town from only one source without utilizing the sealed competitive method or obtaining written quotes. Sole source acquisitions where the expenditure by the town

(including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be ~~twenty-five thousand dollars (\$25,000.00)~~ or greater than fifty thousand dollars (\$50,000.00) shall be subject to approval by the town commission.

b. *Town standard.* Where the town has determined that a particular style, brand, make, or model is the only type that meets the town's requirements for performance, consistency, compatibility or other salient characteristics, and such determination has resulted in there being only one source available to the town, the town may acquire or contract for such goods without utilizing a sealed competitive method or obtaining written quotes. Town standard acquisitions where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be ~~twenty-five thousand dollars (\$25,000.00)~~ or greater than fifty thousand dollars (\$50,000.00) shall be subject to approval by the town commission.

(5) *Utilization of other governmental entities' contracts.*

a. The town may acquire or contract for non-real property, goods or services without utilizing a sealed competitive method or obtaining written quotes where the desired goods or services are the subject of a contract with the state, its political subdivisions or other local governmental entities in the state, with associations in Florida affiliated with state and/or local governmental entities or departments (such as the Florida Sheriffs' Association and the Florida Fire Chiefs' Association) or with the United States government or national cooperatives, provided that the contract is based strictly on competitive bidding and not on any preference, and provided that the form of the contract is acceptable to the town attorney. Acquisitions utilizing other governmental entities' contracts where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be ~~twenty-five thousand dollars (\$25,000.00)~~ or greater than

fifty thousand dollars (\$50,000.00) shall be subject to approval by the town commission.

b. Utilization of other government entities' contracts shall only be permitted during the term of the other governmental entity's contract or for one year from the date the other governmental entity awards the bid, whichever is longer.

c. If the town desires to utilize another governmental entity's contract, the town shall require the vendor to certify that the price or rate represents the lowest price or rate for the non-real property, goods or services of any contract between the vendor and any other governmental entity within the state.

(6) *Cooperative acquisitions.* The town may acquire or contract for non-real property, goods or services without utilizing a sealed competitive method or obtaining written quotes where the town participates in joint procurement of non-real property, goods or services with other public entities within the state, including, but not limited to acquisitions made pursuant to interlocal agreements entered into with other governmental entities in accordance with F.S. Ch. 163. Cooperative acquisitions where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be ~~twenty five thousand dollars (\$25,000.00) or greater than~~ fifty thousand dollars (\$50,000.00) shall be subject to approval by the town commission.

(7) *Utilities.* Water, sewer, gas, electrical, and other utility services may be acquired without utilizing a sealed competitive method or obtaining written quotes and without town commission approval.

(8) *Resale.* Food, beverages and merchandise purchased for resale, may be acquired without utilizing a sealed competitive method or obtaining written quotes and without town commission approval.

(9) *Employee benefits and health services.* Employee benefits and health related services may be procured/renewed directly through a negotiating process

conducted by town staff and/or an expert in the field, or to maintain continuity of employee-health records, and is not subject to competitive procurement methods.

(10) *Property, casualty, workers compensation, liability, automobile insurance.* Insurance may be procured/renewed directly through a negotiating process conducted by town staff and/or an expert in the field, or to maintain continuity of insurance records, and is not subject to competitive procurement methods.

(11) *Best interest acquisitions.* The town may acquire or contract for non-real property, goods or services without utilizing a sealed competitive method or obtaining written quotes where the town commission declares by at least a four-fifths ( $\frac{4}{5}$ ) affirmative vote that the sealed competitive method or obtaining written quotes is not in the best interest of the town. The town commission shall make specific factual findings that support its determination, and such contracts shall be placed on the regular town commission agenda. This provision may not be used when the purchasing or procurement method is prescribed by state law, such as F.S. § 287.055 or 255.20, as amended.

**Sec. 33-3. – Town commission approval.**

(a) *Acquisitions of ~~twenty five thousand dollars (\$25,000.00) or greater than fifty thousand dollars (\$50,000.00).~~ Except as otherwise set forth in the Code, Acquisitions of or contracts for non-real property, goods or services where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be ~~twenty five thousand dollars (\$25,000.00) or greater than fifty thousand dollars (\$50,000.00)~~ shall be subject to prior approval by the town commission; ~~except for emergency acquisitions, which are subject to subsequent ratification by the town commission pursuant to subsection 33-2(c)(3).~~*

(b) *Multiple acquisitions from a vendor exceeding ~~twenty five~~ fifty thousand dollars (~~\$25~~50,000.00) in any fiscal year. Acquisitions of or contracts for non-real property, goods or services from the same vendor exceeding the aggregate sum of ~~twenty five~~ fifty thousand dollars (~~\$25~~50,000.00), per project, shall not be permitted from the same vendor*

during the course of any fiscal year, unless the acquisition is first approved by the town commission. This subsection shall not apply to utility acquisitions.

\* \* \*

**Section 3. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. Codification.** Section 2 of the Ordinance may be made a part of the Town Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section,” “division,” or any other appropriate word.

**Section 6. Effective Date.** This Ordinance shall be effective immediately upon adoption at second reading.

The foregoing Ordinance was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ and upon being put to the vote, the vote was as follows:

<b>VOTES:</b>	<b>YES</b>	<b>NO</b>
Mayor Natasha Moore		
Vice Mayor David Stern		
Commissioner Evalyn David		
Commissioner Donald Peters		
Commissioner Judith M. Goldberg		

PASSED on first reading at the Regular Commission meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

The foregoing Ordinance was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ and upon being put to the vote, the vote was as follows:

<b>VOTES:</b>	<b>YES</b>	<b>NO</b>
Mayor Natasha Moore		
Vice Mayor David Stern		
Commissioner Evalyn David		
Commissioner Donald Peters		



ORDINANCE No. 23-\_\_\_\_\_

Commissioner Judith M. Goldberg

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
Natasha Moore, Mayor

**REVIEWED FOR LEGAL  
SUFFICIENCY:**

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Glen Torcivia, Town Attorney  
Town of Highland Beach